

CONTRACT

BETWEEN

THE SCHOOL BOARD OF BRADFORD COUNTY

INSTRUCTIONAL STAFF

AND

THE BRADFORD EDUCATION ASSOCIATION

NOVEMBER 2016 - JUNE 30, 2019

Ratified November 2016

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PREAMBLE

This contract entered into by and between the SCHOOL BOARD OF BRADFORD COUNTY, hereinafter called the "Board", and the BRADFORD EDUCATION ASSOCIATION, hereinafter called the "Association" constitutes the entire agreement between the parties. Both parties are dedicated to providing the best education possible for the children and other citizens of Bradford County. The Board has agreed to negotiate in good faith with the Association as the exclusive representative of its teaching personnel with respect to salaries and those conditions of employment provided herein. Following good faith negotiations by both parties, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

A. The **Association recognizes the School Board** as the elected representatives of the citizens of Bradford County and the legally constituted authority responsible for determining the purpose, mission, and operation of the County School Board.

The Association recognizes the Superintendent as the elected chief executive officer of the School Board and representative of the citizens of Bradford County with the sole legally constituted authority to negotiate a collective bargaining agreement between the Association and the Board.

The **Board recognizes the Association** as the exclusive bargaining agent for all regular, full time paid employees of the Bradford County School Board, as defined in P.E.R.C.

Case Number 8HRA-754-1039 dated April 15, 1975, as described below:

INCLUDED:

1. All non-management persons who currently hold a Florida Teaching Certificate and are employed by the Bradford County School Board.
2. Librarians
3. Guidance Counselors
4. Title I Teachers
5. Speech Therapist
6. Special Education Teachers
7. Occupational Specialist
8. Vocational Classroom Teachers
9. Any new title not under the excluded
10. Coordinator of Community Education

EXCLUDED:

1. Certified Aides
2. Principals
3. Assistant Principals
4. Supervisors
5. Superintendent
6. Assistant Superintendent
7. District Level Supervisors
8. Directors
9. Assistant Directors
10. Secretaries and Clerks
11. Finance Officer
12. Food Service
13. Director of Pupil Personnel
14. Director of Transportation
15. Director of Curriculum

B. The Board and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, without interruptions of the services provided. The Association agrees that there shall be no strikes, work stoppage or other concerted refusal to perform work by Association members covered by this contract.

ARTICLE II: MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Association agrees that the Board has the exclusive right and responsibility to formulate and set policy concerning matters of, but not limited to, the functions and programs of the Board, standards of service, the Board's budget, curriculum utilization of technology, utilization of facilities, the organizational structure of the schools and the selection, promotion, direction or dismissal of personnel subject to prevailing State Regulations and laws of Florida and the United States, and the terms of this Agreement.

It is the right of the Board to determine unilaterally the purposes of the school system, set standards of service to be offered to the public and exercise control and discretion over its organization and operation. It is also the right of the public employer to direct its employees, takes disciplinary action for proper cause, and relieves its employees from duty for lack of work or other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should a decision on such matters have the practical consequences of violating the terms or conditions of this agreement.

B. The Association agrees that the Board has the right and responsibility to take whatever actions are necessary, within existing statutes, during an emergency situation. The Association further agrees that declaration and definition of emergency situations are the right as prescribed in Florida Statues.

The Board will comply with any term or condition of this Agreement if such compliance is not contrary to any constitutional provision or State Board of Education Regulations, or

Statutes, in effect or enacted subsequent to the signing of this Agreement if efforts to negotiate necessary language fail.

C. The Board and the Association acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The Board and Association agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed, and therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. However, this provision shall not be construed as a waiver of the right or obligation of each party to negotiate any changes in the terms or conditions of employment.

D. The terms and conditions of this agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual written consent of the parties.

- E. This agreement shall supersede any Board policies or administrative directives or practices of the Board and the Administration that are in conflict with the terms and/or conditions of employment contained herein.
- F. There shall be no fringe benefits, implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

ARTICLE III: ASSOCIATION/TEACHER RIGHTS AND RESPONSIBILITIES

A. Each **teacher shall have the right to join** and participate in the Association and to negotiate collectively through the Association as the certified bargaining agent with their employer in the determination of the terms and conditions of employment.

The Board agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights covered by the Collective Bargaining Act, Florida Statutes Chapter 447, and this contract, laws of Florida, or the Constitutions of Florida and the United States.

The Association agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the exercise of any rights covered by the Collective Bargaining Act, Florida Statutes Chapter 447, and this contract, laws of Florida, or the Constitutions of Florida and the United States.

B. Nothing contained herein shall be construed to deny or restrict to any teacher's rights he may have under the Florida School Laws or other applicable laws and regulations.

C. The Association shall be entitled to conduct meetings in **school buildings** before and after the regular work day, by prior arrangement and approval with the Principal or designee at a designated meeting location. The Association shall hold the Board harmless and assume any liability for claims made against the Board for those items for which it is legally obligated to assume. If such meetings are held at times that they cause

additional expense to the Board, any such additional expense shall be borne by the Association.

In the event that **equipment** is needed by the Association, details, including the approval of use shall be arranged with the appropriate Administrator. The Association shall be responsible for any repairs necessary as a result of the Association's use of the equipment, not including normal wear and tear.

D. The **Association** shall be provided exclusive use of one **bulletin board**, maintained by the Association, in the teachers' lounge or work room at each school center. These bulletin boards shall be used for posting **Association material**. The principal shall be provided a copy of such material prior to posting. The Association shall have the right to use teachers' **mailboxes** and/or the electronic counterpart in the individual school for communications to teachers. Email will be used for information and announcements, not for membership recruitment. The Association will be permitted use of the interschool system for **mail delivery** to each school, providing items are properly addressed and packaged. The rights guaranteed herein shall not be granted to any other employee organization.

E. Pursuant to Chapter 119 of the Florida Statutes, the Board agrees to provide copies of **public documents** upon written request from the Association.

F. The Association or an individual Association member shall be placed on the **Board Agenda** upon request and in compliance with the Administrative Procedures Act.

G. Teachers have the right of continuous **payroll deduction** for Association **dues** and programs approved by the Board. The following stipulations pertain to **dues** deduction:

1. There is in the possession of the employer a current authorization for **dues** deduction, executed by the teacher, in the form and according to the terms of the authorization card. The Association shall notify the finance office of the amount to be deducted no later than twenty (20) days prior to the initial deduction. Any changes in this amount will not go into effect until twenty (20) days after the Association notifies the finance office.
2. Authorization cards will be furnished by the Association as shown in Appendix A of this contract.
3. A teacher may authorize **dues** deduction by presenting an authorization card to the employer. The amount specified will be deducted from paychecks, starting with the first and ending with the last check for the school year.
4. Authorization for **dues** deduction is revocable only upon 30 days written notice to both the Finance Office and the Association.
5. The deductions will be remitted to the Association no more than three (3) working days after the deduction is made.
6. The Association shall indemnify and save the district harmless against all liabilities that may arise from action taken to comply with this section. This shall not include liability arising from errors on the part of the Board or its agents.
7. The Board will provide two **payroll deduction** slots for those teachers electing to participate in programs provided by **Creative Benefits**.

H-1. Any **complaints about a teacher** which could lead to disciplinary action must be made in writing and must be presented to the teacher either before any disciplinary action against the teacher may be taken by an administrator or at the conclusion of five days following submission of the complaint, whichever occurs first.

2. A teacher shall have five (5) days within which to respond in writing to such complaints.
3. Such complaints not presented in writing shall not be recorded or processed.
4. **Complaints regarding a teacher** shall only be placed in their **personnel file** if a prior investigation is conducted by the appropriate administrator. If the investigation by the appropriate administrator proves the complaint to be without justification, then the complaint will not be placed in the employee's **personnel file**.

- I. This section covers actions involving written warnings, **reprimands, suspension**, return to annual contract status, or dismissals. Oral warnings shall not be considered as disciplinary action.
 1. Disciplinary action may not be taken against an employee except for **just cause**, and must be substantiated by evidence that supports the recommended disciplinary action.
 2. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this article shall be promptly initiated after all the facts have been known to the official responsible for taking the actions.
 3. An employee against whom action is to be taken under this agreement shall have the **right to review all of the documents or records** relied upon to support the proposed action and shall be given a copy upon request.
 4. Where just cause warrants such action(s) an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent. Unless circumstances warrant immediate serious disciplinary action, **progressive discipline** shall be administered as follows:

- a. Verbal reprimand
- b. Written reprimand
- c. **Suspension** with or without pay
- d. Dismissal

5. When a teacher is involved in circumstances that he/she believes could lead to disciplinary action, the teacher shall have, upon request, **Association representation** at any conference between the school administrator(s) and the teacher that relates to the matter.

J. The **private and personal life** of any teacher is not within the appropriate concern or attention of the Board, except as it can be clearly demonstrated that it prevents the employee from performing assigned functions or results in a disruption of the normal educational process.

K. When the Superintendent or his designee deems teacher representation desirable on a **district wide committee**, etc., the Association will be given a reasonable opportunity to be represented on said committee. As soon as the Superintendent determines the above desirability, he/she will notify the Association President of such and give her/him the date of committee's first meeting. The Association President will provide the Superintendent with a list of two nominees from which to select the representative. The Association President will provide the list of nominees within five working days of notification of formation of the committee. This time may be extended by mutual agreement of the President and the administrator requesting the nominees. In addition, the Association President shall be provided, two weeks prior to the submission of nominees, information concerning the purpose and times of the meeting(s).

K-1. The Association shall appoint not more than five teachers to include one (1) teacher from each of the following areas: Elementary Education, Middle School, High School, Vo-Tech, and ESE to the District Reports Control and Forms Control Management System Committee. The function of said committee shall be as prescribed by Florida Statute **1008.385(2)(b)1** (Paperwork Reduction; activities of departments).

L. **Representatives** of the Association shall have the right to transact business on **school property** at any school building, before, during, or after the school day, provided there is no interruption of instruction or scheduled assigned duties. Representatives from outside the building shall check in with the school office and request permission to see a teacher. With prior approval of the appropriate administrator, the Association President, or designee, shall be entitled to leave school after pupil dismissal to visit schools on Association business

L-1 The president or his/her designees shall be permitted to request BEA leave to transact Association business. The BEA shall be permitted to use up to 18 days annually. Employees involved in classroom instruction may be granted up to 5 days of leave. Employees with no classroom responsibilities may be granted up to 8 days of leave.

M. The **Superintendent and Association**, (if either make a request), shall meet in October and January to review the **administration of the contract** and to discuss matters of concern to either party. Additional meetings will be held by mutual consent.

N-1. The Association Building Representatives shall be given an opportunity at the conclusion of faculty meetings to present brief reports and announcements after prior notification of the appropriate administrator. However, no teacher shall be required to remain for such meetings.

N-2. During **pre-school planning**, the Association, upon request, shall be granted no longer than one continuous hour at each school site during one **workday** to conduct Association business. However, no teacher shall be required to attend such meetings. The meeting shall be scheduled by mutual agreement of the Principal and the Association.

O. The BEA will be placed on the agenda of the district-wide back-to-school meeting for a brief welcome statement. At the conclusion of the district-wide back-to-school meeting, the Association shall have time, not to exceed sixty (60) minutes, to conduct Association business. However, no teacher shall be required to remain for such meetings.

P. Teachers shall report to the appropriate administrator any loss, damage, or destruction of clothing or personal property which occurs within the scope of the teachers employment, excluding normal wear and tear or use of such item. Upon request, the Board may reimburse the teacher for such loss, damage or destruction.

Q. Each teacher shall identify the performance level of each student in his or her class(es). Such information shall be utilized in the teacher's instructional planning.

R. The Association shall be provided one (1) copy of the current **Personnel Directory**, provided such is in compliance with Florida Statutes. A **list** of bargaining unit employees subsequently hired will be provided to the Association each month. The list will include name, address, and school assignment.

S. When criticism or reprimand of teachers is necessary by the supervisory or administrative staff, it should be made in private and with discretion. Witnesses present at the teacher's or administrator's request will not constitute violation of this section. Parents or students will not be used as witnesses by either party during the conference between the Administrator and teacher. Likewise, it is understood that teachers will conduct themselves in a professional manner, in compliance with the Educational Code of Ethics.

T. Any case of **assault and/or battery upon a teacher** in connection with the legitimate exercise of authority shall be reported to the appropriate administrator who shall immediately investigate and who shall report to the Superintendent concerning the incident. The Superintendent shall advise the teacher as to his rights and obligations with respect to the assault and as to the probable action that shall be taken with regard to the assailant. The Superintendent shall offer to assist the teacher in pressing such charges as are appropriate.

U. The handling of **personnel files** shall be in compliance with the provisions of Chapters 1001.43, 1012.22, 1012.23 F.S. Alleged violations of these provisions shall be processed according to the grievance provisions of this contract.

V. Teachers will have student system computer screen access with the stipulation that all (100%) teachers will sign an addendum to the computer use agreement acknowledging confidentiality of this information as required by FERPA. The screens that will be made available are as follows: S242, S243, S272, S516, S517, S608, S702, S704, S706, S734 and S 735. In addition, S516, and S517 will need to be turned off during the posting of grades window.

ARTICLE IV: NEGOTIATIONS PROCEDURES

- A. Both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement, in accordance with Florida **Statute 447**. Articles tentatively agreed to shall be initialed by the Chief Negotiator of each party and dated.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party nor may each party select its own representatives. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification of the Board of Education and the Association.
- C. If the parties fail to reach agreement in any such negotiations, either party may invoke the **impasse** process of the Public Employee Relations Commission.
- D. Both parties agree that each team has the right to caucus at any time during negotiations sessions. The parties undertake to cooperate in furnishing information that is not of privileged or confidential nature.
- E. There shall be four (4) signed copies of the tentative agreements reached during negotiations for the purpose of record. One retained by the Board, two by the Association and one by the Superintendent.

F. New issues proposed for negotiations shall be submitted in writing no later than the first official meeting of both parties. No items shall be added from that point on unless agreed to by both parties or required by law.

G. Negotiation sessions shall not exceed three and one-half (3 1/2) hours except by mutual consent of both parties.

H. Except for emergencies or extenuating circumstances that would require the closing of the Administration Center, all negotiation sessions shall be held in the Board Administration Center. The Board agrees to provide the Association ten (10) copies of all proposals and counter proposals, and the Association agrees to provide the Board an equal number of copies.

I. To facilitate further bargaining, it is mutually agreed as follows: Such future contract shall automatically include the content of this contract, in its present format, accepting and excluding only any portion thereof which is specifically covered by a bargaining proposal by either party.

ARTICLE V: GRIEVANCE PROCEDURES

The **purpose** of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems affecting those teachers covered under this contract. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure except those that may occur before the School Board which is required to meet in public.

DEFINITION: A **grievance** is defined as misapplication or misinterpretation of the Agreement and may be filed by a teacher or group of teachers.

The **Association** may file a grievance under the following circumstances:

- A. When there is misapplication or misinterpretation of the provisions of this agreement involving rights granted the **Association** herein.

- B. When there is an existing controversy or grievance existing involving the misapplication or misinterpretation of this Agreement involving members of the bargaining unit. In filing such a grievance, the statement of the grievance shall contain relevant facts involved, including personnel and specific contract provisions that have been misapplied or misinterpreted.

The term "Employer" shall mean the School Board or the Administration. The term "**Days**" shall mean teacher working **days**, except when a grievance is filed within twenty (20) work **days** of the last teacher work **day** of the school year. For grievances within that period, **days** shall mean calendar **days**.

C. Time Limits: Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum and every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Association and the Superintendent.

D. Filing: Within twenty (20) days following knowledge of the act or condition which is the basis for the grievance, the grievant may file a grievance with the school principal, assistant, dean, or other immediate supervisor or designated representative.

E-1. Representation: All teachers shall have the right of **Association representation** at each step of the grievance procedure and may not be required to be present at any step. No grievant may be required to discuss any grievance if the Association representative is not present. Any individual teacher or group of teachers, shall have the right at any time to present grievances to the designated representatives of the School Board in person or by their representatives, and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the collective bargaining contract, and the Association has been given the opportunity to be present.

2. Copies of the employer decisions given at any step of the grievance procedure shall be delivered to the grievant and Association on the same date.
3. A grievant shall not be represented by any person who might be required to take action, or against whom action might be taken, in order to adjust the grievance or by a representative of any other employee organization.

4. The Association shall not be required to process grievances for **non-Association** members.
5. The Association shall have the exclusive right to determine if a grievance should be processed under this procedure. A grievance shall not proceed if determination is made by the Association that the grievance should not be processed because of lack of merit.
6. No member of the bargaining unit shall be represented by another employee organization.

F. When a **grievance** occurs, the aggrieved may invoke the procedure according to the following steps:

STEP ONE: Informal discussion - In the event that individual teacher(s) or the Association believes there is a basis for **grievance**, the grievant shall have the option to first discuss the alleged **grievance** with the appropriate administrator at the school site, either personally or accompanied by the Association's representative, or initiate Step Two. If the grievant decides to follow Step One, within five (5) working days after presentation of the **grievance**, the immediate administrator shall give his answer on the form as appendixes (Appendix B) in this Contract for this purpose which documents the date of the occurrence of the alleged **grievance** and officially indicates the dates and times of administrative conference with the aggrieved and the date and time of filing the report.

STEP TWO: If Step One is used and the **grievance** is not resolved, the grievant must, within five (5) days of receipt of the administrator's answer, submit to the administrator a signed, written "Statement of Grievance". If the grievant elects to by-pass Step One, the formal statement of grievance starts the grievance procedure. The "Statement of Grievance" shall name the grievant, shall state the facts giving rise to the grievance, shall state both date of the alleged occurrence and date of knowledge of alleged occurrence, shall identify the provisions of this contract alleged to be violated by reference, when applicable, shall state the contention of the grievant, shall also state the relief requested by or on behalf of the grievant, and shall be signed by the grievant involved. The Administrator shall give the grievant an answer in writing no later than five (5) days after receipt of the written grievance.

STEP THREE: If the **grievance** is not resolved in Step Two, the grievant must submit the alleged grievance in writing within ten (10) days to the Superintendent. Within ten (10) days of receipt of the grievance, the Superintendent shall indicate his disposition of the grievance in writing.

STEP FOUR: If the **grievance** is not resolved at the conclusion of Step Three, it may be submitted for binding arbitration. Written notice of the submission to arbitration shall be delivered to the Superintendent within ten (10) days after the date of the decision rendered in the previous step. Following the written notice of submission to binding arbitration, the Association and Superintendent shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of submission to arbitration, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) names. Both the Superintendent and the Association, in that order, shall have the right to strike a name until only one remains, the one remaining to be the arbitrator. The final selection of an arbitrator shall not exceed ten (10) days after both parties are in receipt of the list of arbitrators.

G. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this contract. If either party disputes the arbitrability of any **grievance**, the arbitrator shall decide the issue of arbitrability first, before proceeding, if necessary to the merits.

H. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

I. **Expenses** of the arbitration step in this procedure shall be shared equally, except for attorney's fees, by the parties. In those cases where there is no prevailing party, the cost shall be shared equally by the parties.

J. Notwithstanding the expiration of this Contract, any claim or grievance initiated prior to the expiration date of this Contract may be processed through the **grievance** procedure until resolution.

K. The failure of a grievant to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision rendered.

L. The failure of an administrator to communicate his decision to the grievant within the specified time limits shall automatically move the grievance to the next step in the Grievance Procedure.

M. It shall be the general practice of all parties to process **grievances** during times which do not interfere with or cause interruption of the student's educational program. **Released time** shall be without loss of pay to the extent it is required for participation in actual meetings with the Board or its designated representatives. Approval of leave requested for investigating Grievance Claims shall be determined by the Superintendent after consultation with the President of the Association.

N. A **grievance** may be **withdrawn** at any step.

O. In the course of investigation of any **grievance**, representatives of the Association shall report to the appropriate administrator of the building being visited and state the purpose of the visit immediately upon arrival.

P. Adjustment of any **grievance** as described herein shall not be inconsistent with the provisions of this Contract.

Q. The Association will be given access to all information relating to those specific **grievances** to which the Association is a party. Copies of all documents relating to the grievance will be forwarded to the Association and the appropriate Administrator within forty-eight (48) hours of the initial request. Copies of employer decisions at all levels will be forwarded to the Association in any grievance, the same date it is delivered to the teacher.

R. No reprisals shall be invoked against any teacher for processing a **grievance** or participating in any way in the grievance procedure. No documents of any kind or form

pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any teacher.

S. The filing of a **grievance** shall in no way interfere with the right of the Superintendent to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The teacher shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed.

T. The date of the disposition shall be the date on which the Principal or other management official delivers the disposition to the Association or grievant, whichever is appropriate, or the date of the postmark in those instances where delivery is by U.S. mail.

U. The commencing of legal proceedings against the School Board in a court of law or equity, or before the Public Employee Relations Commission, or any other Administrative agency, by an employee or the Association, for misapplication or misinterpretation of the terms of this agreement, is deemed an election of remedy and shall be deemed a waiver by said employee or the Association of its/their right to resort to the **grievance** and arbitration procedure contained in this Agreement.

ARTICLE VI: TEACHING CONDITIONS

A. In assigning **non-teaching supervisory duties**, an administrator shall make a reasonable effort to make such assignments on an equitable basis.

B-1. The Board agrees to provide each teacher with normal supplies incident to teaching responsibilities. Each teacher shall have a **key** to the room(s) he is assigned.

2. The Board agrees that if replacement of a teacher's desk is necessary, new desks will have lockable drawers. Upon request to the appropriate administrator, a teacher's desk shall be modified to provide a lockable drawer.

3. Upon request, each teacher at the beginning of the school year shall be provided with a **teacher edition** of the required student text, if and when available from the publisher, in each course they teach.

4. The Board agrees to provide **storage area** and for this storage area to be in the classroom and **lockable**.

5. The Board agrees to provide **writing surfaces** in each classroom. Upon request by the classroom teacher, efforts shall be made to provide each classroom with a **chalkboard**.

6. Distribution of **funds for supplies** and materials shall be done equitably by the appropriate Administrator. If money is allocated to individual teachers, paper, dittos, and stencils shall be charged to the program account as required by Florida Statutes and the Department of Education Regulations.

7. **Instructional material**, where required, shall be provided for every student, K-12, in the class, appropriate to the skill level of the assigned student.

8. Upon request by the classroom teacher, efforts shall be made to provide each classroom with a **bulletin board**.

9. Efforts shall be made to provide **seating** facilities of appropriate size for students and teachers in each classroom, based upon the enrollment of the largest class to use that room.

10. If **monies** are allocated to individual teachers for their classroom use, **thirty (30) days'** notice shall be given prior to **purchases** being **suspended**. In the event of a reduced level of funding, this notification requirement shall be waived. In the event of an emergency situation, no notice need be given.

C-1. Notwithstanding any provision of this Agreement, the workday for teachers shall be no more than **seven and one-half hours (7 ½) per day**, inclusive of lunch.

2.A. Each teacher shall have at least 250 minutes of planning time per week. Such planning time shall be exclusive of all other duties.

2.B. In recognition of additional paperwork and parent conferencing demands, teachers shall have an additional 3 planning days. The Board will reserve **one early release day** at the end of the first and second semesters for the completion of teacher paperwork. All other planning days, except pre-planning and Professional Development Days, will be as currently defined; three hours for meetings or professional development and 4.5 hours reserved for teacher paperwork.

2.C. The Board will assign priority to the **planning period** of high school, middle school, and vocational school teachers being scheduled during the student day. Whenever such is not deemed feasible, the principal will meet with the building representative and a committee of teachers selected by the building representative to explore alternatives.

2.D. Any teacher whose job requires supervision of students beyond the seven and one-half (7 ½) hour day, may be compensated at their hourly rate, whenever such payment is approved in advance by the Administration. This provision shall not apply to supplemented positions.

2E. The teachers shall have the option to leave up to 3.5 hours early on one planning day, excluding pre, post and PD planning days, with principal/designee approval if the grades are entered and lesson plans are complete for the next week.

3. When the administrator of any school center deems it necessary to add an **additional class** of a particular subject or establish a new course in the curriculum during the school year, the administrator may employ a teacher for that additional assignment at the hourly rate according to their rank/experience.

C-4 Flex Time

a. Through mutual agreement, the principal may establish a **flexible scheduled day** for an individual teacher.

b. A flexible scheduled day may include days with hours that vary from the standard scheduled day but shall not be more nor less than the hours in a standard scheduled day.

c. The scheduled day for an individual teacher may not interfere with student contact time.

D. Each teacher is entitled to a thirty (30) minute **duty-free lunch** period. **Compensatory time** shall be granted for duties assigned during a teacher's lunch period and attending faculty, department head, T.A.C. and grade group meetings which extend **beyond the work day** (as called by the administration). **Participation in after-hours** duties, meetings, and other requested activities shall be strictly voluntary except for Meet and Greet for elementary and Open House/Orientation for secondary which will be required. Exceptions will be made for emergencies and when such meetings conflict with school related or extra-curricular activities of a teacher's personal children. Employees shall be **free to leave the work location** during the duty free lunch period, and will be

expected to be back at the work site by the end of the 30-minute duty free lunch period.
(Note: compensatory time = minute for minute).

D-1. Accumulated **compensatory time** shall be used within the academic year in which it is earned, unless that time is earned during the last 30 work days of the academic year in which case it will be carried over to the next academic year and shall not be granted during time(s) in which the teacher is scheduled to have instructional contact with students. Compensatory time shall be taken in minimum increments of 15 minutes and may be combined with accumulated sick, personal, or annual leave for non-student contact time. If circumstances arise that prohibits the use of the compensatory time requested then it will be extended for use during the first 9 weeks of the upcoming school-year pending Superintendent's/designee's approval.

D-2. Accumulated **compensatory leave time** shall be as arranged with prior approval by the appropriate administrator.

D-3. Accumulated **compensatory time** will not be carried forward beyond the end of the regular school term in which it is earned.

E. The Board shall make available in each school **restroom facilities, work/planning area**, and a **faculty lounge** for teacher use. Use of these facilities shall not be restricted without proper cause.

F. Teachers shall have access to a **telephone** in a private area for school business and personal emergencies.

G. Available off street **parking** facilities shall be designated for teacher use at each school.

H. Teachers shall report, in writing, any **hazardous** or dangerous **condition** in the classroom or other school facility to their appropriate administrator. The appropriate administrator shall investigate and make appropriate request to correct any faulty condition. The teacher shall receive notice of the investigation and action taken by the appropriate administrator.

I. Teachers shall not be required to attend meetings for **commercial demonstrations** that are directed to personal sales to teachers.

J. A **conference room** shall be provided in each school for necessary teacher conferences with parents and students as need arise. These facilities may vary depending on local school conditions.

K. Teacher participation in **extra-curricular activities** shall be strictly voluntary.

L. Except as otherwise provided for in this agreement, teachers shall be **required to attend all meetings called by the Superintendent**.

M. When school is not in session, a teacher may be given **access to the building** for planning and/or preparing instructional materials by arranging such access with the appropriate administrator.

N. **Observation** of a teacher's class by persons other than school administrative/supervisory personnel shall be allowed only after consent has been granted by the appropriate administrator. The appropriate administrator should schedule **observations** of a teacher's class only after notice is given to the teacher.

O. The Board shall provide **eye protective devices** for all teachers where the activity of use of hazardous substances is likely to cause injury to the eye.

P. The teaching process shall not be **interrupted** by routine custodial duties, i.e., emptying trashcans, cleaning lavatories, sweeping the floor, etc. Any **interruptions** of a teacher's class shall have the approval of the principal. Announcements directed to individual teachers or students shall be made by personal contact when possible. Other classroom **interruptions**, as determined by the appropriate administrator shall be held to a minimum.

P-2. A minimum of three (3) days' notice shall be given when planned projects of facility repair, **maintenance** or painting which may disrupt normal classroom activities will occur. This does not include mowing grass.

Q. Teachers in each department or team may recommend to the appropriate administrator, teachers to be selected as **department chairperson** or **team leaders**. However, the Administrator's decision regarding the selection of the department chairperson or team leader shall be final and binding and not subject to the grievance and/or arbitration procedure contained herein.

R. Upon request by the teacher, each classroom shall be provided with a **clock** that shall be kept in working condition. At least one (1) clock in the office area of each school shall serve as the official time for that school. The teacher shall inform the principal when malfunctions exist and such malfunctions shall be corrected as soon as possible.

S. The Association may contract with **vendors** and place machines in teacher lounges or workroom. The Association shall assume full responsibility for the care, maintenance, and monies involved. The sale of these items shall be restricted to non-student personnel.

T. The Board agrees to make a continued effort to maintain heating and air conditioning equipment in each school and maintain classroom **temperature** at a comfortable, healthful level.

U. Relief time shall be granted to teachers when needed for **parent conferences**, provided prior notice is given to the school principal and adequate provisions for classroom supervision can be made.

U-2. Parent/Teacher conferences shall normally be scheduled no earlier than twenty-four (24) hours following a parental request, unless an earlier time is agreed to by the teacher. Prior notice shall be provided teachers of scheduled conferences except for unforeseen circumstances.

V. All available and allocated instructional material funds shall be spent for textbooks, work books, and other related materials, as provided for in Florida Statutes.

W. The appropriate Administrator shall attempt to arrange for sufficient space to be available to allow groups performing loud activities to be non-disruptive to other classes.

X. In cases where special teachers such as, but not limited to, Art, Music, P.E., Guidance, and Special Education are used in the elementary grades, the regular classroom teacher is not required to remain in the classroom. The above provision is intended for times when special teachers supervise an entire class and not for Chapter I or Migrant Education teachers. This period shall be used as a planning period by the regular classroom teacher.

Y. Teachers may leave school upon departure of the students on primary and general **election days** and on a day when a teacher shall be attending a parent-teacher organization (PTA, PTO, etc.) meeting.

Z.1. Teachers shall not be required to **collect monies** involving school internal accounts.

Z.2. The administration will accept and thereby relieve the teacher of any responsibility for any monies involving internal accounts during normal school office hours.

AA. When feasible, ordering of new supplies, materials and equipment shall be done so that these items arrive in time to be fully utilized by the teachers involved.

BB. The appropriate administrator shall request input from teachers in the setting of **bid specifications** prior to bids being let. If substitutions become necessary, efforts shall be made to get teacher input on substitutions, if time permits. When possible, teacher recommendations on bid items shall be used.

CC. The Association agrees that frequent **communications** with parents is beneficial to the educational process, especially where a student's work is unsatisfactory or he/she may be **retained**. Therefore, teachers may be requested by parents to telephone or send

written communications regarding student progress. Report cards shall be a **required communication**. With respect to report cards for Kindergarten students, the issuance shall be consistent within a school.

DD. Teachers shall not be required to maintain **attendance registers**. However, teachers shall complete the necessary parts of the Florida Department of Education's Occupational Proficiency Programs Final Class Report Form where appropriate. In addition, all teachers are required to maintain a **roll book**.

EE. In processing **student records**, teachers shall not be required to transfer or copy information that does not relate to the learning experience of the student.

FF. The **selection of texts**, materials, supplies, and equipment shall be consistent with the student needs of that school. The administration and faculty shall select appropriate teaching materials within the curriculum guidelines as established by the principal and staff.

GG. Teachers shall not be required to purchase supplies, textbooks, equipment, and materials from their personal funds.

HH. The Board agrees to make available in each school, typing, duplicating, and copying facilities to aid teachers in preparation of instructional materials, in the priority established by the principal.

II. There shall be **library facilities** available in each school to supplement and complement the required curriculum. It is understood, however, that such **library facilities** shall vary from school to school.

JJ. Every reasonable effort will be made to guarantee delivery of media material on the scheduled delivery date at the school.

KK. Any **fingerprinting** and/or criminal background check on any currently employed teacher required as the result of changes in Florida or Federal Statutes shall be provided to the teacher at Board expense.

LL. Teacher participation in the taking of **personality inventories** shall be voluntary.

MM. During pre-planning at BHS, BMS, and the CTC, the Teacher Advisory Committee will meet with the school principal (or Director for CTC) to discuss the submitting of grades to be posted on the report cards. However, the final decision on all such will be made by the school principal or director.

NN. In order to protect the health, safety, and welfare of all employees in the Bradford County School System, the Board and B.E.A. agree that the use of **tobacco** shall be prohibited in all schools and School Board facilities in the Bradford County School System.

All employees shall be informed of this provision at the beginning of the school year or on their initial date of hire. When there is a wellness program established in the district,

employees shall have the opportunity to participate in a nicotine addiction treatment program.

PP. When a teacher with a full-time aide is absent, and the aide feels that assistance is needed, the **aide will be considered the substitute**, and an additional person will be brought in as the aide's assistant.

QQ. Final grades will be due no sooner than close of teacher workday 4 days after the end of the grading period. Report cards will be printed for proofing 2 days after grades are due.

ARTICLE VII. CLASS SIZE AND CLASS LOAD

- A. The Board will make a good faith effort to meet the requirements of state law with respect to **class size**.
- B. The Board will make a good faith effort to provide an appropriate classroom for each class of students.

ARTICLE VIII: TEACHER'S AUTHORITY & STUDENT DISCIPLINE

- A. Student discipline is **based** on the requirement that all students must adhere to and conform to all school rules and regulations and comply with all instructions incident to school routine from all teachers.
- B. Each teacher shall assume the control of students assigned to him and shall maintain an atmosphere appropriate for learning in the classroom.
- C. The Board recognizes its responsibility to give all reasonable support and assistance whenever it appears to the teacher that the presence of a particular student in the class shall impede the education of the balance of the class because of **disruptions** caused by said student, appropriate action shall be taken as prescribed by the Code of Student Conduct, a copy of which has been given to each teacher and sent home with each student.
- D. Consistent with the Code of Student Conduct, appropriate action shall be taken to remove, or to make special provision for a grossly **disruptive student**, by the appropriate Administrator. Grossly disruptive behavior shall include: assault on staff or students, threat(s) of violence, willful disregard of a teacher's direction; malicious vandalism, possession of weapons of any type, continuing use of profane language or obscene gestures, and instigation of violence or mass disobedience to legitimate directions.
- E. Teachers shall not inflict **corporal punishment** before consulting and obtaining the consent of the appropriate Administrator. A teacher may impose discipline of a non-

contact nature when necessary. **Corporal punishment** shall be administered in accordance with the Principal's guidelines, as required in Florida Statutes.

F. (1) A teacher may **send a student to the principal's office** to maintain effective discipline in the classroom. The **principal** shall respond by employing appropriate discipline-management techniques consistent with the **Student Code of Conduct under F.S. (1003.32)**.

(2) A teacher may remove from class a student: (a) who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Documentation shall consist of at least three (3) referrals and the teacher has (i) held a teacher/student conference with the student (ii) documented a good faith attempt to contact the parent by phone and/or by mail to discuss the student's problems or hold a parent/teacher conference (iii) provided some sort of behavior modification, as determined by the teacher; or (b) whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

(3) If a teacher removes a student from class, the principal may place the student in another appropriate classroom, in in-school suspension or in an alternative education program; or the principal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only available alternative. The

teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.

(4) Each school shall establish a Placement Review Committee to determine placement of a student when a teacher withdraws consent to the return of a student to the teacher's class. Committee membership shall include the following: (a) two (2) teachers selected by the school's faculty; (b) one (1) member from the school's staff who is selected by the principal; and (c) one (1) alternate teacher selected by the school's faculty to serve on the Committee in the event that a teacher on the Committee is the teacher who withheld consent to readmitting the student. The Committee shall meet during the workday (Authority F.S. 1003.32(6) d.1.and 2).

(5) Any teacher who removes twenty-five percent (25%) of his/her total class enrollment shall be required to complete professional development to improve classroom management skills. Any such training shall be provided at no cost to the employee during the regular workday.

G. If a student is sent to the office with a disciplinary referral, the appropriate administrator shall provide **feedback** to the teacher with regard to action taken concerning the student's behavior within twenty-four (24) hours of the administrator having taken said action. The administrator will initiate action within two (2) working days. Written acknowledgment of the referral may satisfy this requirement.

H. Individual records shall be maintained on student discipline. These records shall be available to teachers.

I. In the event of a complaint by a parent, guardian, or student with regard to a teacher's conduct with respect to the discipline of a student, no disciplinary action against a teacher

shall be taken until notice in writing of the complaint shall have been given to the teacher.

J. Time lost by a teacher for appearances before a **judicial body or legal authority** in connection with any incident in this Article shall not result in loss of wages or reduction in accumulated leave.

K. A written statement by the appropriate Administrator governing use of corporal punishment of students at each school site shall be publicized to all teachers in that school no later than the first week of preplanning. A teacher may, at all times, use such **force as is necessary to protect himself**, a fellow teacher or administrator, or a student from attack, physical abuse or injury. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board or by the provisions of this paragraph, as provided in the Board's General Liability Policy.

L. the Principal finds it necessary to make a grade assignment which is different than the teacher's recommendation, such placement shall be designated "Grade Assignment by Administrative Placement".

M. A district-wide committee composed of administrators and teachers shall review the **Student Conduct and Discipline Code** and make recommendations to the Superintendent for needed changes. This should be completed at the end of the school year, in which the review is conducted.

ARTICLE IX: GENERAL EMPLOYMENT PRACTICES

A-1 If the Board desires evidence concerning the health of an individual employee, it may call for **physical and/or mental examination** of that employee by a licensed, competent physician of the employee's choice. The Board shall pay all costs for any required examinations.

A-2 Such examination described in A-1 may, at the stipulation of the school board, when there is reasonable suspicion, include a test for illegal drugs or other substances controlled by Chapter **893**, Florida Statutes. Reasonable suspicion shall be as defined in F. S.**112.0455(5)(J)**. The employee shall allow the report of the physician or physicians to be submitted to the school board with a copy being forwarded to the employee.

A-3 The results of any examinations performed hereunder will be considered medical records and held confidential to the extent permitted by law.

B. Any teacher hired to fill a **partial year vacancy** shall hold or be eligible to hold a valid Florida Teacher's Certificate and be qualified for that position as determined by the Superintendent or his designee.

C. **Assignments** for **summer school** shall be made with preference to **certificated** school district personnel. When the subject to be taught in summer school contains a plurality of students who have been unsuccessful in the class of the teacher applying for the summer school **assignment**, primary consideration shall not be given to that teacher. All qualifications being equal, as determined by the Superintendent, teachers will be selected for appointment based upon the following considerations:

C.1A. Familiarity of student(s) need(s).

C.1B. Ability to relate to the student(s) involved in summer school.

C.1C. Number of years' experience in the grade-level or subject area.

C.1D. Holds a continuing or professional services contract.

C.2. Summer school teachers shall not be required to teach less than two (2) hours per day. Salaries of teachers employed in summer school shall be computed on an hourly rate based on the following formula:

$$\frac{1}{196} \times \text{the respective teacher's regular salary} \times \text{the number of hours taught per day, divided by the number of hours in the regular workday,} \times \text{the number of days taught.}$$

Any teacher who is employed to teach in summer school will be paid on the payroll schedule of twelve-month personnel.

C.3. A teacher who is employed for summer school shall be granted the use of one (1) sick leave day which was accrued during the regular school year, if that teacher is unable to perform his/her duties in the school because of (A) personal illness or (B) illness or death in the teacher's immediate family. Teachers employed during summer school for at least 150 hours shall be credited at the end of the summer school session with one (1) additional sick leave day.

D. Except in cases of emergency, teachers shall not be required to **substitute** for other teachers. An emergency shall be defined as any unforeseen event that requires immediate action by an administrator.

E. In case of **illness from infectious or contagious diseases contracted, or injury incurred arising out of and in the course of the teacher workday**, the individual shall be entitled to up to ten (10) days paid leave with no reduction in accumulated sick leave. A teacher may be requested to furnish a doctor's statement for such conditions. In the event worker's compensation has not begun within the ten (10) day period, additional leave may be considered by the Board.

F. A teacher returning from a leave of absence shall be given the **same position** in the same school and, if this is not possible, he shall be given a comparable position. A **teacher hired to fill a vacancy** created by an approved leave of absence shall be informed prior to their acceptance of the position, of the provisions of this section.

G. Any teacher who is granted a leave of absence without pay and accepts another teaching assignment while on leave shall have his/her leave subject to cancellation unless approved in advance by the board. Any teacher whose leave is subject to cancellation shall be given the opportunity to present his/her case to the Board before action is taken. Teachers shall be treated equitably in the application of this provision.

H. Teachers who previously have held a continuing contract or a professional services contract will, after a school year of satisfactory probationary service and after having been recommended by the Superintendent for a professional services contract, be granted such a contract upon being reappointed by the board.

I. Employee **social security numbers** shall be secured from access and will be posted by site office personnel on school district documents (10-31-05).

ARTICLE X: PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. No teacher shall be employed to serve in an instructional capacity as a regular or part-time teacher who does not hold or is not eligible to obtain a valid certificate to teach in Florida. Responsibility for being **certified** to teach in the Bradford County School District rests solely with the individual teacher.

B.1. All teachers shall be given tentative notice of their teaching assignment for the forthcoming school year on or before May 1. Every reasonable effort will be made to give teachers their teaching assignment as soon as possible for the following year, in order that they may prepare, but in no event shall it be given later than the first day of preplanning.

B.2. After notification, **changes** in teaching assignment may be made only after consulting with the teacher(s) involved and soliciting alternative solutions.

B.3. **Changes** in teaching assignments means a **change in the classes, courses, or grade level taught.**

C. No teacher shall be involuntarily assigned **out of field** for a period greater than one year.

ARTICLE XI: TEACHER EVALUATION

A. The evaluation of the work of each teacher is the sole responsibility of the administration.

B-1 The Bradford County Teacher School District Performance Evaluation System will be the approved evaluation **instrument** for teachers in Bradford County and will be included in Appendix D.

B-2 All teachers shall be informed of criteria and procedures of the assessment process during pre-planning or within the first 10 working days of being hired, whichever is later.

B-3 The assessment criteria shall include, but not be limited to:

- a) classroom management
- b) knowledge of subject matter
- c) planning and instruction
- d) evaluation of instruction
- e) educational qualifications, and
- f) demonstration of advanced teaching competencies

C.1. a) An **assessment** of each teacher's performance will be made at least **once** each academic year.

b) For teachers on in Category 1 the mid-year and summative evaluations shall be preceded by at least **two (2) observations**, one of which the teacher shall receive advance notice. Observations shall be at least one week apart.

c) For teachers in Category 2 the summative evaluation shall be preceded by at least **one observation** with advance notice of same.

d) **Formal teacher observations** of Category 2 teachers may not begin before thirty (30) working days from the first teacher work day. Formal observations of Category 1 teachers may not begin before 20 working days from the first teacher work day. The parties recognize that the goal of the evaluation process is teacher development and positive impact on student achievement. Therefore, any teacher who receives a less than effective score of 3.0 on a walk-through during the first grading period of school may request a second walk-through to replace the first for the purposes of improving the final rating.

e) The **observations** identified above may be done by a District Administrator.

The final assessment will be made by the Principal or Assistant Principal.

2. A written report of each **observation** and **assessment** shall be given to the subject teacher, within ten (10) days after they are conducted. It shall be discussed with the teacher. The teacher may make a written **response** to the assessment within 15 days of the written report that shall become a permanent part of said assessment.

3. A teacher who is not performing his/her duties in a satisfactory manner shall be notified in writing. Such notice shall describe the developing/needs improvement, or unsatisfactory performance, make recommendations for improvement, and provide administrative assistance to correct such **deficiencies** within a reasonable period of time.

4. Any teacher in danger of **non-renewal** or dismissal because of developing/needs improvement, or unsatisfactory teacher performance shall be notified and afforded the benefits provided in this section.

5. Teachers may be observed as often as necessary by the administrator. Observations of previously recorded **deficiencies** during the time period allotted for corrective action shall be primarily for the purpose of monitoring the improvement of those deficiencies. However, if the **deficiencies** are not removed after a reassessment by the administrator, the evaluation of the teacher shall be considered developing/needs improvement, or unsatisfactory. Evaluations may be grieved and subject to arbitration to redress any procedural flaws. An evaluation may also be grieved and subject to arbitration if it led or contributed to any discipline (including termination) or any impact on performance pay.
6. Observations of a teacher's performance of duties and responsibilities shall be conducted openly with no intent to conceal such from the knowledge of the teacher.
7. When assigned **out-of-field**, due consideration shall be given to the assessment of the individual concerned.

D. Teachers who shall not be renewed shall be notified by April 1.

E. The Superintendent's determination and decision relative to renewal or non-renewal of an annual is final and binding and not subject to the grievance/arbitration procedure of this agreement.

F. A Teacher Evaluation Committee shall meet annually to determine to review and/or revise, if necessary the teacher evaluation instrument that shall be used to comply with **F.S 1012.34**. The committee shall consist of at least four (4) members, of which half will be appointed by the Superintendent and half by the Association.

ARTICLE XII: VACANCIES, TRANSFERS, AND REASSIGNMENTS

The Board and the Association agree that, except as specifically modified by this Agreement, the Board has and retains unaltered, its legal right to **select, assign, reassign, or relocate** any of its employees as it deems appropriate to carry out its mission under the law and the State Board of Education regulations.

A. Definitions:

1. **Vacancy**--Any unfilled contractual position which does not exclude membership in the bargaining unit.
2. **Transfer**--A change in employment site.
3. **Reassignment**--A change in subject area and/or grade level.

B. Teachers who desire a **transfer** or reassignment shall file a written statement of such desire on the form as set forth in Appendix C that shall be filed with the appropriate administrator and one copy (1) shall be filed with the Association.

C. No assignment of new teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been reviewed as described in (E).

D. Teachers who have requested transfer or reassignment shall be **notified** in writing of the administration's action on said transfer or reassignment within five (5) days of a decision regarding the vacancy.

E. Vacancies, reassignments and/or transfers shall be based on the following sequential steps:

1. Qualifications, including certification in field and the teacher's evaluations.
2. Mutual agreement of teacher and administrator.
3. Length of service of staff member in this district.
4. Length of service in the subject area.

F. Transfers and changes in assignment shall be on a voluntary basis whenever feasible, after which transfers shall be made on the basis of years of service, those lowest in time of service being transferred first. The principal shall discuss any transfer or change in assignment with the teacher(s) directly involved. If the transfer or change becomes involuntary, a minimum of ten (10) days written notice shall be given to the teacher(s) involved, unless an emergency situation exists.

G. A notice shall be posted in each school center as soon as possible after the receipt by the Board of written notification of resignation or termination or retirement resulting in a vacancy of the individual involved or in the case of a new position, after Board authorization. Interviews may begin with posting. All positions posted from the beginning of the fourth nine-weeks including openings identified for the next school year, are to be posted for ten (10) work-days. During the 4th nine-weeks and summer break, the District will advertise vacancies for the following school year with 5 days internal posting, to be followed by 5 days external posting. Positions that are posted within two weeks of pre-planning may be posted for no fewer than five-work (5) days. This also includes positions identified by the BCSB to address class size and were not authorized previous to this time. This would include those positions identified because of teacher

resignation. Positions that are posted within one (1) week of the beginning of pre-planning, or are for teacher resignations that occur during the school year, may be considered an emergency posting and after being advertised for 3 days may be filled upon finding a certified candidate. The District will advertise these vacancies with 1 day internal posting, to be followed by 2 days external posting.

The job description shall contain the required and desirable qualifications for the position as well as a description of duties and general salary range. A description of how to apply shall also be included.

H. The Board shall post, in each school, a list of known teacher vacancies for the coming school year by May 10.

I. The **Association** shall receive **copies** of all notices, job descriptions, and lists, etc., pertinent to this section.

J. Openings in Administrative and **supervisory positions** shall be posted in each school center as soon as possible after the receipt by the Board of written notification of resignation, termination, or retirement of the individual involved or in the case of a new position, after Board authorization. The listing shall include a job description including qualifications and duties, a salary range and the application procedure.

ARTICLE XIII: DUE PROCESS

Suspension/Dismissal During Term of Contract:

A. Teachers Holding Continuing Contracts

A-1. A teacher who holds a continuing contract may be suspended, returned to annual contract or dismissed during the term of their contract only for **just cause**. **Just cause** shall be defined as immorality, misconduct in office, incompetence, and gross insubordination, willful neglect of duty, drunkenness, or conviction of a crime involving moral turpitude.

A-2. A continuing contract teacher charged in (A-1) above shall be entitled to a hearing before the school board according to the provisions of **(1012.33 (4)(b))** Florida Statutes.

B. Teachers Not Holding Continuing Contracts:

B-1. A teacher who does not hold a continuing contract may be suspended, or dismissed only for **just cause**. **Just cause** shall be defined as immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, or conviction of a crime involving moral turpitude.

B-2. Any teacher so charged in (B-1) above shall be entitled at the teacher's option, to a hearing before either the school board or a hearing officer assigned by the Division of Administrative Hearings of the Department of Administration. The teacher shall have fifteen (15) days from receipt of the written charges to demand in writing a hearing. A hearing before the school board shall be conducted in accordance with the provisions of (1012.33 (3)(d-g)), Florida Statutes. A hearing before a hearing officer shall be in accordance with Chapter 120(1012.33 (3)(d-g)), Florida Statutes.

Professional Services Contracts

- A. Teachers meeting the requirements of **Chapter 1012.33** shall be **issued** a Professional Service Contract.
- B. A **Professional Service Contract** shall be renewed each year unless the superintendent charges the employee with unsatisfactory performance as required by Chapter **1012.33** F.S. Such notice shall be at least six (6) weeks prior to the end of the post school conference period. The notice shall indicate that the professional service contract may be terminated if the deficiencies are not corrected during the subsequent year of employment.
- C. Upon notice of unsatisfactory performance, the teacher, upon request, shall be granted an opportunity to meet with the Superintendent or his designee for an informal review of the determination of unsatisfactory performance.
- D. The teacher, so notified, may request a transfer to another appropriate position with a different supervising administrator for the subsequent year of employment.
- E. During the subsequent year, the teacher shall be provided assistance and in-service training opportunities to correct the noted performance deficiencies. The teacher will also be evaluated periodically so that he/she is kept apprised of progress achieved.
- F. Not later than six (6) weeks prior to the close of the subsequent year, the Superintendent shall notify the teacher in writing whether the performance deficiencies

have been corrected. If so, a new professional service contract shall be issued. If the Superintendent charges that the performance deficiencies have not been corrected, he/she must notify the school board and the teacher in writing of such a fact. The teacher shall then have fifteen (15) days from receipt of the Superintendent's recommendation to demand, in writing, a hearing. The employee may raise as an issue, among other things, the sufficiency of the Superintendent's charges of unsatisfactory performance. Such hearing shall be conducted at the employee's election in accordance with the provision of B-2 above.

ARTICLE XIV: REDUCTION IN FORCE

- A. If the Board determines it is necessary to reduce the teaching staff, it shall determine the specific work locations and areas of certification and specialty, or specific positions to be eliminated. If a reduction in force is to occur, teachers with the least **seniority** in the certification areas affected shall be laid off first. For purposes of this article, seniority in area(s) of certification shall be determined from the initial time the teacher reported to work or from the time of official Board appointment, in case of a tie.
- B. If layoffs are to occur; a **seniority** list in accordance with this article shall be prepared by the Board and a copy thereof given to the Association. Teachers shall be recalled in inverse order of layoff.
 - 1. Teachers being recalled shall be notified by Certified Mail and shall have ten (10) working days from the date of receipt by the addressee to respond affirmatively.
 - 2. If the teacher fails to respond in the affirmative, he shall be removed from the recall list and the Board shall have no further obligation to him.
 - 3. Teachers may be required by the Administration to provide medical verification that they are physically qualified to perform all the duties of their job.
- C. Where length of service is the same, the continuing contract teacher with the highest qualifications within his subject or grade level shall be retained.
- D. In the event of a layoff, pursuant to this section, teachers shall not lose accumulated sick leave days. Teachers may, upon payment one (1) month in advance of the due date, continue in the insurance program provided by the Board. In the event a teacher is under

The Teacher Retirement System (TRS) and is involved in a layoff, he/she shall be granted an **unpaid leave** of absence.

E. Any teacher who would have qualified for **retirement** during the reduction year and has at least five years continuous local teaching experience shall be permitted to teach that year so to acquire needed service.

F. No new teacher shall be hired in a laid-off teacher's subject area or grade level until all certified and fully approved laid-off teachers from that subject area or grade level have been recalled or have declined or failed to accept recall, in accordance with the procedures called for in B above.

ARTICLE XV: PAID LEAVES

A. Four (4) days of sick leave shall be credited to each teacher on the first day of employment and one (1) at the end of each month **accumulative** to the number of months under contract. Credit shall **accrue** at a maximum rate of ten days (10) for ten (10) months, eleven (11) days for eleven (11) months and twelve (12) days for twelve (12) months. In no case shall **accrued** credit exceed twelve (12) days per year. Teachers shall, in the beginning of the school year, receive notification of their **accumulated** sick leave. There shall be no limit on the number of days of sick leave a teacher may **accrue**, except that at least one-half (1/2) of this cumulative leave must be established within the district granting such leave.

B. Annual and accumulated sick leave

1. Annual and accumulated sick leave days may be used for personal illness or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his or her own household.
2. **Bereavement Leave** - In the event of a death of a member of the immediate family (parent, spouse, child, grandparent, sibling), an employee shall be granted up to (2) two days of paid leave upon request. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. It is not transferrable or accruable and must be used within 30 calendar days of the death. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee, in advance whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, employees are required to attach a copy of the obituary or other satisfactory document to the leave request form and details about the relationship may be required by the Superintendent. This is effective upon ratification.

C. A teacher may **donate** up to fifty percent (50%) of his/her accumulated sick leave, not to exceed twenty-five (25) days, to another district employee as follows:

1. The **donating** teacher must retain at least five (5) sick leave days after the donation has been made.
2. Sick leave deducted from each donor's **donated** leave shall be in proportion to the actual need.
3. Sick leave in the donor pool that is unused shall be refunded to each donor teacher on a proportionate basis.
4. In order for an employee to be eligible to be a recipient of **donated** sick leave, the recipient must file with the Finance Department a written request that includes documentation that establishes a minimum need for five (5) days of additional sick leave. Medical documentation from the physician treating the illness or injury for which the leave is being requested must substantiate the seriousness of the illness or injury and support the need for the days requested. Upon receipt of the appropriate documentation and request, the request will be approved.
5. **Donated** sick leave may not be used by a recipient until all of the recipient's sick leave has been depleted, excluding sick leave from any existing Sick Leave Bank, if the recipient participates in the Sick Leave Bank.

D. Allegations of abuse of the sick leave provisions of this agreement may require appropriate justification of such absences to the Superintendent by the teacher. Proven abuse of sick leave provisions may subject the teacher involved to appropriate disciplinary action.

E. A teacher shall be granted **personal leave with pay** up to six (6) days per year from accumulated sick leave. Teachers using **personal** leave shall notify the principal or his designee prior to taking such leave. **Personal** leave shall not be used the day prior to or the day following a school holiday or during pre and post planning, except with the approval of the Superintendent or his designee.

Teachers shall exercise a good faith effort to notify the principal of intent to use **personal** leave at least three (3) days in advance of the leave. In no event, however, shall the number of **personal** day requests be approved for more than 15% of the total teaching staff on any work day of the school center and/or department, except as otherwise approved by the principal.

F. Unused **sick leave** days accumulated by a teacher prior to an approved leave of absence shall be credited to the teacher upon his **return from leave**.

G. Leave with pay shall be granted to teachers for **jury duty** or to appear as a subpoenaed **witness** in court. The teacher may retain any remuneration or per diem awarded for service. Leave with pay shall be granted to teachers to appear in court in connection with any instances involving teacher's authority and/or student discipline.

H. Upon **return from leave** as described in paragraphs B, D, E, and G above, the immediate supervisor shall provide the teacher with the necessary forms for verification of the type of absence. Such completed forms shall be submitted to the immediate supervisor by the end of the week following the teacher's return from leave, except as provided for in paragraph D.

I. **Sabbatical Leave:** For the encouragement of continued **professional** development and resulting improvement in the quality and level of experience of the teaching staff, sabbatical leaves may be granted by the Board.

1. Any certified teacher who has satisfactorily completed six (6) consecutive years of teaching service in this school district may apply for sabbatical leave.
2. A sabbatical leave may be granted to permit a certified teacher to engage in study, travel study, research, serve as an officer of any professional organization; including the Bradford Education Association, or its state or national affiliate, or other reason approved by the Sabbatical Committee.

3. A certified staff member who requests a sabbatical leave for **study** will be expected to enroll as a full time student carrying a full load (full time student as determined by the institution attended) of academic work at an institution of higher education approved by the appropriate accrediting agency.
4. A plan for travel study leave is to be submitted to the Superintendent or his designee for approval or disapproval. Each applicant to Sabbatical Leave for educational travel shall submit a detailed travel itinerary and a statement indicating how such travel will benefit the instructional program. Travel may be domestic or foreign. At termination of such leave, a written report including a complete itinerary and proof that such travel has been accomplished shall be filed with the Superintendent. Actual travel for this section shall be for the period equal to ninety percent (90%) of time of length of leave requested.
5. The applications for sabbatical leave including a plan for study and/or travel must be submitted to the Superintendent or his designee during the period from February 1, to February 28 proceeding the school year for which the leave is granted. Applicants will be notified not later than March 20 as to the disposition of their applications. A teacher receiving permission to take a sabbatical leave shall inform the Superintendent in writing of his intention to either accept or decline such leave. Such notification shall be given no later than May 30th after the applicant has been notified of approval of his request for leave.
6. Applications for sabbatical leave shall be screened by a committee of six (6) members prior to submission to the Board. Three (3) members of the screening committee are to be appointed by the Superintendent and three (3) members are to be appointed by the President of the Association. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include need, area and plan of study or travel, seniority and past contributions to the school district. In all cases, a teacher making application for his first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon the termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until he has completed an additional six (6) full years of service in the school district.
7. The teacher who is granted a sabbatical leave shall sign a contract with the district stating that:

- A. The teacher will return to the district and serve an additional two (2) school years following the expiration of the leave.
- B. The teacher shall repay the full amount received for the sabbatical if he fails to return to the district.
- C. If the teacher accepts another position or retires from teaching before the two (2) year period has elapsed, he shall repay the school district on a proportionate basis, the salary paid him while on leave, except in case of verified medical disability.

8. During the absence of a teacher on sabbatical leave, such teacher shall receive full basic salary, as if the teacher were to be in actual service. In addition thereto, the Board shall pay the contribution to the appropriate Teacher's Retirement System required of the person on leave computed on the salary of such person for the year of leave. The teacher's insurance benefits provided in this Agreement will be paid by the Board while the teacher is on sabbatical leave.

9. The teacher, upon returning, shall be returned to his former position or a substantially equivalent position, or, upon request by the teacher, to a mutually agreed upon position. Such teacher shall also be advanced to the appropriate position on the salary schedule as if he had been in actual service in the district during the period of sabbatical leave.

J. **Professional** leave days with pay shall be granted to teachers, subject to the appropriate administrator's approval for the purpose of:

- 1. Attending and/or participating in professional meetings relating to educational workshops, seminars, conferences, or legislative activities sponsored by professional organizations, colleges, universities, or government or private agencies concerned with public school matters.
- 2. Visitation for the purpose of observing instructional techniques or programs.
- 3. Attending summer school, if the school session begins or ends during post-planning or pre-school planning. A leave of this type during post-planning shall be contingent upon completion of duty assignment and approval of the principal and in no instance shall include travel or per diem.

4. The Board agrees to provide **travel** and per diem for approved professional leave as referenced in this section. Teachers shall be expected to give adequate notification on proper form as set forth on annexed Appendix E. Forms shall be available from the immediate supervisor. Further, teachers may be requested to report the nature of professional meetings attended and to give a resume' of the program.

K. Professional leave with pay shall be granted to the number of authorized delegates (1 to 25 or fraction thereof) for the purpose of attending the **Florida Education Association/United Annual Convention** as delegates. The Superintendent may recommend to the School Board additional professional leave with pay for the **President of the Association** for other Association meetings.

L. Required Military Leave, as provided for in Florida Statutes, up to seventeen (17) days per year, shall be granted with pay to teachers who are required to serve in the armed forces of the United States or this state, in fulfillment of obligations incurred because of membership of the armed forces or National Guard.

M. A teacher must be regularly employed, to include paid leave, at the close of the payroll period during which a **paid holiday** would fall to be eligible to receive compensation for a designated paid holiday.

N. Professional leave during non-student contact time shall be granted to teachers for the purpose of completing professional development course work.

O. Three (3) professional leave days shall be granted to **National Board for Professional Teaching Standards (NBPTS)** candidates during each fiscal year. Candidates will be permitted to use school equipment in order to prepare for NBPTS presentations.

P. Any teacher who has perfect attendance per 9 week grading period can earn 3.75 hours of compensatory time for the 1st and 2nd 9 week grading periods. They can earn 7.5 hours of compensatory time for the 3rd and 4th 9 week grading periods for perfect attendance. Such compensatory days shall be arranged with the principal/designee and will not accumulate from year to year, except for that earned the 4th nine-weeks. Compensatory time can only be used during non-student contact time.

Perfect Attendance is defined as being present for all scheduled student contact hours. This perfect attendance policy is exclusive of approved TDE and approved use of compensatory time.

Q. Any employee who has children, step-children, grandchildren, or legal wards attending Bradford County Schools shall be granted up to 2 hours per semester of temporary duty to attend parent conferences, school performances and activities, or field trips in which their student(s) are participating.

ARTICLE XVI: UNPAID LEAVES

A. A teacher may request a personal **leave without pay** for a specified period. The request shall be made in writing on the form prescribed by the Board. The leave must be processed through the teacher's immediate supervisor and approved by the Superintendent or his designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Personal leave without pay may be granted for:

1. Leave to serve in the **Armed Forces** in fulfillment of obligations incurred under Federal and State laws.
2. Leave for academic study not to exceed two (2) years.
3. Leave for serving in Peace Corps, Job Corps, Teacher Corps, foreign military teaching programs or federally sponsored civil service related to teaching not to exceed two (2) years.
4. Leave for **child rearing** and/or child bearing (for natural or adopted child) not to exceed two (2) years.
5. Leave to run for or serve in an **elective office**.
6. Leave to serve as an officer in the Association, or its affiliates.
7. Leave to serve in the consortium or other programs of which Bradford County is a member and from which Bradford County receives services.

B. Request for personal **leave without pay** not listed herein shall be approved, if the Superintendent is satisfied that the instructional needs of the district can be met. These leave requests must then be processed through the steps as outlined in Section "A" of this article.

C. A teacher on personal **leave without pay** may participate in the employee group benefits, provided the teacher pays the full cost on a monthly basis in advance of the month due.

D. A teacher on personal **leave without pay** may remain an active participant in the teacher's retirement system by contributing thereto the amount necessary to continue as a member on leave as provided by the provisions of the retirement system of which the teacher is a member. A teacher on personal leave without pay shall receive no credit on any salary schedule for non-teaching experience for the time on leave. Any teacher wishing to return to work before the end of the requested leave should make his request in writing to the Superintendent as early as possible, but no later than thirty (30) days before he wishes to return to work. The teacher shall be allowed to return to employment as soon as practicable.

E. A teacher may be granted, upon written notice, with the Superintendent's approval, up to three (3) days **leave without pay** to perform civic duties at the local, state, or national level.

F. A teacher on leave shall notify the appropriate administrator in writing by March 15 of intent to return to the System.

G. Deductions for absences approved but **without pay** shall be made at the rate of 1/196 of the annual contractual salary per day. In the event said deduction is for an unpaid absence in excess of five (5) days, the deduction shall be made in two (2) pay periods. However, upon request of the teacher, the deduction shall be distributed evenly over the remaining pay periods.

ARTICLE XVII: STUDENT TEACHING ASSIGNMENTS

- A. Supervision of teacher interns, student teachers, or beginning teachers shall be offered on a voluntary basis. The principal shall not require a teacher to supervise an intern, student teachers, or beginning teachers, if the teacher does not agree to do so.
- B. A minimum of three (3) years teaching experience as an effective or highly effective teacher is necessary before a classroom teacher may supervise an intern, student teacher, or beginning teacher.
- C. Supervision requires successful completion of Clinical Educator Training.

ARTICLE XVIII: IN-SERVICE TRAINING

- A. Planning of **in-service programs** shall be based on the written request of the teachers in the school or the district. The district staff and school principal shall have input into staff development activities when grants or state law prescribe staff development components as a condition of funding.
- B. Teachers in each local school center shall elect a committee to design and/or select **in-service programs** for that school. All in-service budget requests shall be subject to approval by the appropriate administrator.
- C-1. Attendance at in-service programs shall be optional for teachers except as provided in C-3. Teachers not attending in-service programs shall perform other duties related to classroom instructional responsibilities.
- C-2. Teachers may be required to attend and participate in **in-service** programs and activities during the school day that are necessary to maintain the operations of the school.
- C-3. Teachers may be required to attend a provided **in-service** training opportunity to correct specific performance deficiencies that have been noted in writing as a part of the evaluation process.
- D. Bradford County teachers preparing and/or conducting in-service workshops for this school system shall be paid at a rate of pay of \$120 per day.
- E. No teacher shall be required to prepare or conduct an **in-service** workshop.
- F. The county calendar will reflect a designated county **Professional Development Day** to a Planning Day (10-31-05).

ARTICLE XIX: EMERGENCY SCHOOL CLOSING

- A. When an emergency exists and schools and school offices are officially closed by the Superintendent, teachers shall be notified as soon as possible.
- B. When the schools and school offices are officially closed for an emergency, as designated by the Superintendent or School Board, all personnel represented by the Association shall be paid their regular salary and no leave days previously arranged by a teacher shall be deducted for such emergency days.
- C. When road conditions are deemed unsafe in a given teacher's area, he is expected to call the appropriate administrator to explain the situation and report to work as soon as conditions permit. Under extreme and unusual conditions the Superintendent or principal may excuse the employee from work for that day. If such leave is granted, the teacher shall be paid their regular salary and no days deducted.

ARTICLE XX: ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to the teachers within the district's planned instructional program and within the outlines of appropriate course content.
- B. All facts of controversial issues shall be presented in a scholarly and objective manner subject to accepted standards of professional responsibility.
- C. Teachers shall be entitled to freedom of discussion within the classroom on issues relevant to the subject under study, and within their area of professional competence and assignment. Instructional presentations shall indicate that the teacher is cognizant of the maturity levels of the students being taught. In performing their functions, teachers shall have freedom in expressing their personal opinions in all matters relevant to course content and/or subjects presented for discussion by the student, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration or Board. The Board and its officers and administrators shall be held harmless from any corporate or individual liability resulting from an exercise of such rights which are committed in bad faith or with malicious purpose.

ARTICLE XXI: POLITICAL ACTIVITY

- A. The parties agree to respect the right of all teachers outside of the workday to work and to vote for the candidates of their choice.
- B. All teachers shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so shall in any way affect their status as teachers of the school system.

ARTICLE XXII: SCHOOL CALENDAR

The calendar containing workdays for teachers shall be negotiated between the Association and the Board and shall be contained in the appendix. The calendar shall contain 177 workdays with students and 19 planning days, six of which shall be designated as paid holidays. The calendar shall appear on re-openers so that by March 1 either agreement will be reached and presented for ratification or automatic impasse will be declared with an expedited hearing as a joint request.

ARTICLE XXIII: INSURANCE

A. The Board agrees to provide **insurance coverage** for teachers as outlined in the current Board insurance handbook. The teacher may include dependents for the same hospitalization, surgical **coverage**, and dental **coverage** at the employee's expense. Any teacher employed less than the standard one hundred ninety-six (196) day contract shall receive this **coverage** only while in the employ of the Bradford County School Board.

The Board shall contribute a minimum of \$4872 and a maximum of \$9120 depending on the plan, annually for insurance premiums for each employee who elects BCSB insurance.

B. The Board shall provide a fully paid \$100,000.00 **liability insurance** policy to cover claims arising out of a teacher's employment with the Bradford County School system, unless the actions of the teacher are found to have been committed in bad faith or with malicious purpose.

C. There shall be an **insurance committee** to evaluate available **insurance** coverage and make recommendations to the Board, including, but not limited to, any bid specifications to be developed. Three **committee** members will be appointed by the Association, two by the Superintendent, and one by the School Board. The **committee** will select its chairperson. The **committee** shall meet at least semi-annually beginning in October and submit its recommendations to the Board no later than the first board meeting in September. The meeting shall be used to discuss the current and other plans or programs of insurance that are or may become available for all employees.

ARTICLE XXIV: MISCELLANEOUS

A. The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this agreement. The Board and the Association agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed, and therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to here or not, except as otherwise specifically required in this Agreement, even though such subject or matters may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement. The terms and conditions of this agreement may be altered, changed, added to, deleted from or modified only through voluntary mutual written consent of the parties.

B. If this Agreement or any provisions, sections, subsections, sentence, clause, phrase or word of this agreement is in conflict with any law, as finally determined by a court of competent jurisdiction, which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of this agreement in conflict with said law or court interpretation of the law, shall be null and void, but the remainder of the Agreement shall remain in full force and effect, with it being presumed that the intent of the parties herein, was to enter into the Agreement without such invalid portion or portions.

C. This Agreement shall supersede any rules, regulations or practices of the Board that may be contrary to or inconsistent with the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Any individual contract between the Board and an individual teacher shall be made expressly subject to the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

E. Copies of this Agreement titled "Contract between the Bradford County School Board and The Bradford Education Association" shall be **printed at the expense of the Board within thirty (30) days after the Agreement is signed and shall be presented to all teachers** now employed or hereafter employed. Teachers considered for employment shall have **access to this contract**. Further, that the Board shall furnish **twenty-four (24) copies** of said printed agreement to the Association for its use.

F. **Two copies of all rules established by the Board** subsequent to the adoption of this contract shall be given to the Association President.

G. Any member of the bargaining unit employed under an extended contract is entitled to all of the rights and benefits contained herein.

ARTICLE XXV: PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement will be set forth in Appendix G to this Agreement. For the 2012 – 2013 fiscal year, those teachers who are eligible shall be assigned to the appropriate salary schedule based on approved, accepted, and earned experience through the 2010 – 2011 contract year retroactive to the beginning of the 2012 – 2013 contract year. In addition, assignment to the appropriate salary schedule for those eligible based on approved, accepted, and earned experience through the 2011 – 2012 contract year shall be effective March 29, 2013. All eligible teachers who were assigned to the top step of the appropriate salary schedule in 2011 – 2012 and who returned and who remain on the top step in 2012 – 2013, shall receive a one-time bonus of \$500. Teachers employed as of the date of ratification of the Amendment to the Agreement shall become eligible for the assignment and bonus provided herein. For the 2015 – 2016 school-year instructional staff shall be compensated with a \$500 bonus. They will also be given the Good Friday planning day off.

A-1. Employees are entitled to attend, at no charge, athletic competitive home events, during the regular season.

B. A teacher will be paid in twenty-four (24) **equal payments**.

B-1. Ten month employees will get their first paycheck no later than nine working days after the first day of pre-planning. Subsequent checks shall be paid on the 15th and the last work day of each month. When a pay date falls on a weekend, holiday, or holiday break, employees will be paid on the last work-day preceding the pay date, except December, when employees will receive their second paycheck on the last work day prior to Christmas break for twelve month employees. In addition, they will receive the remaining checks less one on the last day of post planning and the last check five working days after the last day of post planning.

B-2. Direct payment to teachers shall be available by noon of the appropriate payday.

B-3. **Direct deposit** of teacher paychecks to financial institutions will be made available to teachers. Deposits to financial institutions will be available on the appropriate pay day.

B-4. All payroll deductions to the **Florida Credit Union** and the **State Employees Credit Union** will be delivered one (1) day prior to the regular pay day for teachers.

B-5. **A teacher must be regularly employed**, to include paid leave, at the close of the payroll period during which a **paid holiday** would fall to be eligible to receive compensation for a designated paid holiday.

C. **Terminal pay for accumulated sick leave** will be paid to a teacher at normal retirement or to his/her beneficiary, if service is terminated by death. Such terminal pay will be granted as described below:

1. During the first three (3) years of service in Bradford County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of accumulated days of sick leave.
2. During the next three (3) years of service in Bradford County, the daily rate of pay multiplied by forty percent (40%) times the number of accumulated days of sick leave.
3. During the next three (3) years of service in Bradford County, the daily rate of pay multiplied by forty-five percent (45%) times the number of accumulated days of sick leave.
4. During and after the tenth (10th) year of service in Bradford County, the daily rate of pay multiplied by fifty percent (50%) times the number of accumulated days of sick leave.
5. During and after the thirteenth (13th) year of service in Bradford County, the daily rate of pay multiplied by one hundred percent for a maximum, of 600 hours or sixty-five percent (65%) times the number of all accumulated days of sick leave, whichever amount is greater.

D. 1. **Supplements** for extra duty will be paid in equal installments over the time the supplemented activity occurs.

2. All **vacant supplement positions** shall be posted in each school site at least ten (10) days prior to filling the position.

3. Qualified applicants from a given school faculty will receive first consideration for supplemented positions available at the school. Qualified district employees who volunteer will be considered prior to accepting individuals from outside the school system.

ARTICLE XXVI: SICK LEAVE BANK

ELIGIBILITY

Any employee who earns sick leave in the Bradford County School System shall be eligible for participation in the sick leave bank after one (1) year from the date of initial employment in the system. Each employee shall have at least six (6) accumulated sick leave days in order to be eligible.

CONTRIBUTION

In order to participate in the sick leave bank, each eligible employee shall **contribute** one (1) sick leave day. The contribution period shall be from the beginning of the school year to November 1st of each school year.

ESTABLISHMENT

The sick leave bank shall be established when there is a minimum of fifty (50) sick leave days contributed. In order for employees, other than members of the bargaining unit to participate in the Sick Leave Bank, a minimum of 50 days must be contributed from such employees (As a group).

REPLENISHMENT

When the last fifteen (15) days of sick leave pool days have been assigned, the bank will conduct an emergency enrollment period of two (2) weeks duration. During this period new eligible employees may join the bank and existing members may be required to contribute an additional day for replenishment.

WITHDRAWAL OF DAYS

A member of the sick leave bank may request withdrawal of sick leave days from the bank in 15 day blocks up to a maximum of 90 days per illness. Such request shall be on the proper form.

Each withdrawal request must be accompanied by a physician's statement of need and the physician must indicate an estimate of the number of days needed for recovery.

To be eligible to withdraw days from the bank, an employee must exhaust all of his/her accumulated sick leave days. No member shall be eligible to use the bank unless he/she has been absent for at least ten (10) consecutive days, of which at least five (5) consecutive days have been without pay. Any sick leave days drawn from the pool by a participating employee must be for an illness or injury or for a surgical procedure that is non-elective, and may only be for the member's own illness or injury or non-elective surgery.

Employees withdrawing days from the bank shall not be required to replace those days. Any replacement of days shall be in accordance with the normal replenishment policy of the bank.

WITHDRAWAL OF MEMBERSHIP

Any employee who no longer wishes to be a member of the sick leave bank, or who fails to contribute the required replenishment days, shall not be entitled to withdraw the days originally contributed.

ADMINISTRATION

The sick leave bank shall be administered by a committee of three (3) teachers named by the Association and three (3) employees named by the Superintendent. The three (3) employees named by the Superintendent will come from the following areas: Two (2) non instructional and one (1) administrator.

The committee shall receive all requests for withdrawals from the bank. A minimum of four (4) committee signatures are required for all approval or denial of withdrawal requests. The committee shall also be responsible for investigating all allegations of misuse.

Upon a finding of abuse, the committee shall recommend corrective action to the Superintendent. Thereafter, the Superintendent may recommend to the School Board such action that he deems appropriate.

No employee shall be entitled to receive more than their normal daily rate of pay through any means.
(Example: A combining of Sick Leave Bank with Workers Compensation, etc.).

ARTICLE XXVII: TERMS OF AGREEMENT

This Agreement shall be **effective as of the date of ratification** by the Association and adoption by the Board. It shall remain in full force and effect through June 30, 2019 unless modified by mutual agreement. Upon written notice to the board within a sixty day period prior to June 30, 2017, and June 30, 2018 both parties agree to reopen the professional compensation article, the calendar, as provided in Article XXII of this agreement, insurance, as provided in Article XXIII of this agreement, any item mutually agreed to or any item necessitated by a change in law. Each party may re-open one existing article and one new article.

ARTICLE XXVIII: RESTRUCTURING/SCHOOL IMPROVEMENT

- A. Teacher members on a school's **School Advisory Council** shall be chosen by the teachers of that school. SRP members will be chosen by the SRP's in that school.
- B. Teachers and SRP's at a school site shall be provided an opportunity for input into the School Improvement Plan prior to the plan being submitted to the Board. It is the responsibility of their elected representatives on the council to provide for such input.
- C. An opportunity to review the draft of the School Improvement Plan shall be provided to staff prior to its submission to the district for review. The staff will be provided access to copies of the School Improvement Plan prior to its submission to the Board.
- D. The School Board shall provide release time for the employee members of the School Advisory Councils to attend training sessions as approved by the school administrator.

ARTICLE XXIX - HEALTH AND SAFETY

- A. The Board shall provide **safety equipment** for all employees assigned to perform tasks in which such equipment is required.
- B. Upon request by an employee, the Board will provide **Hepatitis B vaccination(s)** to that employee at Board expense.
- C. Training regarding **blood borne pathogens** shall be conducted by a person or persons knowledgeable in the area of blood borne pathogens.
- D. A **district safety committee** shall be established composed of an equal number of administrators appointed by the superintendent and members selected by the Association. The committee shall have no fewer than ten (10) members.
 - 1. The committee shall:
 - a. Establish and communicate procedures for conducting internal **safety** inspections.
 - b. Establish and communicate procedures for investigating all workplace accidents, **safety** related incidents, injuries, illnesses, occupational diseases and fatalities.
 - c. Evaluate the effectiveness of and make recommendations to improve board **safety** rules, policies, and procedures.
 - d. Establish and communicate guidelines for training committee members on the requirements of the workplace **safety** committee.
 - e. Post notices of meetings for all employees to see.
 - f. Provide minutes of committee meetings in the lounge area of each cost center.
 - g. Retain original communications between the committee and the board for at least three (3) years.
 - 2. The Committee shall convene its first scheduled meeting not more than forty-five (45) calendar days after the date of its inception. Thereafter, the Committee shall determine and convene its scheduled meetings at least once each quarter each calendar year and at such other times as a majority of committee members agree.

3. The Committee shall make written recommendations to each work site principal/administrator.

A copy of the written recommendations shall be given to the Union.

E. Each cost center shall have one BEA member per 30 employees for the purpose of meeting with the cost center administrator regarding site **safety** and health issues.

F. Medical Procedures Limits

1. Non-medical bargaining unit personnel shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment, and nursing assessment. The procedures include, but are not limited to:

- (a) Sterile catheterization
- (b) Nasogastric tube feeding
- (c) Cleaning and maintaining a tracheotomy and deep suctioning of a tracheotomy

2. Non-medical bargaining unit personnel shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician licensed pursuant to **F. S. 458 or 459**, or a physician's assistant certified pursuant to **Chapter 458 or 459**. All procedures shall be monitored periodically by the nurse. These procedures include, but are not limited to:

- (a) Cleaning intermittent catheterization
- (b) Gastrostomy tube feeding
- (c) Monitoring blood glucose
- (d) Administering emergency injectable medication

3. For all other invasive medical services not listed in subsection (1) and (2) above, a registered nurse, a licensed practical nurse, a licensed physician, or a physician assistant certified pursuant to **F.S. 458 or 459** shall determine if properly trained non-medical bargaining unit personnel shall be allowed to perform such service.

4. Invasive medical training shall be strictly voluntary for non-medical bargaining unit personnel. Any such training shall be provided at no cost to the employee and, if provided at times other than the regular workday, such trainees shall be paid for the time spent at their regular rate of pay.

5. Non-medical bargaining unit members shall not be assigned the provision of invasive medical service on any basis other than as volunteers. Prior to non-medical bargaining unit members being assigned, the school nurse, where available, shall be called upon first to perform any invasive medical services. [Authority F.S. (1006.062)]

ARTICLE XXX - FAMILY AND MEDICAL LEAVE

- A. All provisions of this article shall be interpreted so as to comply with the requirements of the Family and Medical Leave Act and any amendments thereto, beginning with February 5, 1994, and with such federal regulations that may be issued under the Act.
- B. For purposes of this Article, an “eligible employee” means any bargaining unit employee who has been employed by the board for at least the previous twelve (12) months.
- C. This leave shall be granted to eligible employees for the following reasons: (1) to care for the birth of a child and for the care of the employee’s child after birth, or following placement for adoption or foster care; (2) to care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or (3) for a serious health condition that makes the employee unable to perform the employee’s job.
- D. The term “serious health conditions” is one which requires either inpatient care, or “continued treatment by a health care provider” consistent with the FMLA Federal Regulations.
- E. The definitions contained in the Act apply to this provision.
- F. An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave during any school year (July 1 - June 30). The leave may not exceed twelve (12) weeks in any school year, except in the case of leave for health reasons, it may not exceed the duration of the serious health condition.
- G. The Board shall continue an employee’s group medical insurance in full effect during the FMLA period, to the same extent as when the employee worked, for a period not to exceed twelve (12) weeks during any school year. The Employee shall be responsible for his share of insurance coverage, where applicable.
- H. When both husband and wife are Board employees, the total amount of leave available shall not exceed twelve (12) weeks per employee, when the leave is to care for a newborn child or a child newly placed for adoption or foster care.
- I. If leave is taken to care for a newborn child or a child newly placed for adoption or foster care, the employee must provide notice of the leave in writing, to the personnel department, at least thirty (30)

days in advance, where possible. If leave is needed for foreseeable medical care, it should be requested, in writing at least thirty (30) days in advance, or as early as is practicable.

J. The Board shall require a medical certification from eligible employees who request medical leave under FMLA. Second opinions for medical certification shall be at the employer's expense. The form, or information required specified under the FMLA, will be provided by the superintendent and the completed form must be returned within fifteen (15) calendar days, unless not practicable.

K. This leave may be taken when the employee or the spouse, child or parent of the employee has a serious medical condition and it is foreseeable that the employee will need short periods of time off. Intermittent leave may be taken in increments of one or more days or partial days, separated by increments of one or more days or partial days at work. Intermittent leave will be granted if the health care provider certifies that it is medically necessary. The superintendent may place the employee in an alternative position that better accommodates intermittent leave.

L. Upon return from FMLA leave, an employee shall be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

ARTICLE XXXI - SUBSTANCE ABUSE POLICY PROGRAM

A. Alcohol and controlled substances testing shall be consistent with the right of employees to privacy, freedom from self-incrimination and unreasonable search and seizure as well as other rights established by statutory and case laws and federal regulations.

B. Testing under this program will follow the Federal Highway Administration regulations/guidelines.

The following **procedures** shall be followed:

1. The employer will follow the Federal Highway Administration technical and scientific guidelines covering employee consent, specimen collection, and chain of custody, specimen processing and reporting of results.

2. Testing will be done by a reputable, independent laboratory and will require a screening test and a confirming test on each positive specimen.

3. The initial screening test shall be by a method consistent with the Federal Highway Administration regulations/guidelines.

4. The confirming test shall be by a method consistent with the Federal Highway Administration regulations/guidelines.

C. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be held in strictest confidence by the independent testing laboratory and by all personnel in the school district authorized to have knowledge thereof.

D. Record keeping rules of the Federal Highway Administration and **Chapter 119, F.S.**, will be followed and enforced.

E. Rehabilitation. The first incident involving use of illegal substances, and confirmed under this program will result in a recommendation by the Superintendent for termination. Refusal of test or failing to report for testing within the prescribed time, except for reasons beyond the employee's control, or altering a test will be considered the same as a positive test.

F. Employees shall be provided with a list of over-the-counter and prescription medications which may produce positive results on the specified tests. No employee shall be relieved from duty for taking medication prescribed by a physician, unless so recommended by the employee's physician.

G. **Discipline** or discharge for substance abuse shall be for just cause and subject to the grievance procedure in this Agreement. In addition to the requirements of Article III, Section I, just cause for **discipline** or discharge shall be consistent with the conditions of Section A of this Article.

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APPENDIX A –**BEA PAYROLL DEDUCTION****BEA****Bradford Education Association, FEA, AFT, NEA, Local 3603 Payroll Deduction**

Name (last)	(First)	(MI)	JOB TITLE		
HOME ADDRESS		APT#	CITY	ZIP	HOME PHONE (AREA CODE)
SCHOOL CENTER/WORKSITE		SOCIAL SECURITY #		E-MAIL	

I hereby authorize the School board of Bradford County, according to arrangements agreed upon with the Bradford Education Association to deduct from my salary and transmit to the Association such assessments as annually certified by the Association. I hereby waive all rights and claims to said monies so deducted and transmitted in accordance with the authorization, and relieve the School Board and all its officers from liability thereof. This authorization shall remain in full force and effect while I am employed by this district, or until revoked by me in writing upon thirty (30) days written notice to the School Board and the Association. Dues paid to the Bradford Education Association may not be deductible for federal income tax purposes, however, under limited circumstances, dues may qualify as a business expense.

Please check:
Instructional _____ ESP _____
12month _____ 10month _____

SIGNATURE	DATE	SIGNATURE OF PERSON WHO SIGNS UP NEW MEMBER
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APPENDIX B -

OFFICIAL GRIEVANCE FORM

Name: _____ **School:** _____

School: _____

Assignment: _____

A. Date cause of grievance occurred: _____

B. Statement of grievance: _____

C. Action requested: _____

This portion to be completed by the administrator:

Date received by administrator:

Decision of administrator: _____

Signature of Administrator

Date copy sent to grievant

Distribution: 1 copy Grievant

1 copy Association

1 copy Superintendent

1 copy to Immediate Supervisor

APPENDIX C -**BRADFORD COUNTY SCHOOL DISTRICT
TRANSFER REQUEST****NAME:** _____**DATE:** _____**PRESENT POSITION:** _____**SCHOOL:** _____**GRADE OR SUBJECT:** _____**I request the following transfer:** _____

_____**Reason for request: (Optional)** _____

_____**I understand that if a transfer is possible, I will be given every consideration.****Employee's signature** _____**Request granted** _____**Request denied** _____**Reason: (Optional)** _____

_____**Superintendent or Designee** _____**DISTRIBUTION:** White – Human Resources Department Pink - Association Yellow - Employee**PER0149**

APPENDIX D - PERFORMANCE EVALUATION SYSTEM BRADFORD COUNTY SCHOOL DISTRICT

District Purpose:

The purpose of establishing procedures for evaluating the performance of duties and responsibilities of all instructional, administrative, and supervisory personnel is to **increase student learning growth** by improving the quality of instructional, administrative, and supervisory services.

District Mission:

Our Responsibility: Quality Education for ALL Students!

The Bradford County School Board Policy 6.81 and 6.811 requires, at a minimum, the annual assessment of all employees and the establishment of performance criteria for instructional personnel.

The Race to the Top MOU section (D)(2)(ii) and 1012.34(1)(b) requires that the school district's instructional personnel and school administrator evaluation systems must be approved by the Department of Education. State Board Rule 6B
~~e4.1010, Where Ca, district~~
“...makes substantive modifications to an approved school district instructional personnel assessment system, the modified system shall be submitted to the Department of Education for review and approval.”

The purpose of Bradford County School District's redeveloped Performance Evaluation System is to increase student learning growth by improving the quality of instructional, administrative, and supervisory service (1012.34 (1)(a), F.S. and MOU (D) (2)(ii)2. To this end, Bradford County School District is committed to a cycle of continually updating the evaluation system to reflect state models, best practices that emerge over time, and changes in policy. Our system was created by a representative team of stakeholders, including principals, teachers, parents and business partners serving on an evaluation system redevelopment committee. Additionally, this system has been agreed upon in accordance with the district's collective bargaining process as verified by the document in Appendix A signed by the superintendent and the local bargaining unit representative.

An *annual review* of the appraisal system will be performed by a focus group, including principals and teachers. This group will review and revise the evaluation system on an annual basis to ensure the maximum impact on the professional growth of teachers and the learning growth of all students. This review will be held in June or July as soon as possible following the completion of all teacher evaluations. This will allow for revisions which may require board/union approval prior to the beginning of the next school year.

The focus group will examine factors which may include:

- Trends in ratings within each domain;
- Correlations among school grades/student achievement data and teacher evaluation scores;
- Alignment of professional development needs and Teacher Growth Plans (TGP) to evaluations;
- Data pointing to consistency in professional development implementation across teacher groups;
- Measures used for student achievement scores;

- Score ranges used by system;
- Inter-rater reliability
- Development needs for district assessments; and
- The adherence of the overall system to the research model and the original design elements.

Transitioning to the redeveloped Performance Evaluation System requires educating personnel on the components of the system as well as the criteria and procedures on which they will be evaluated. Initially trained principals, district staff, and assistant principals (more detail is available in section 5) developed an overview training and a Performance Evaluation System explanatory booklet. Principals, district staff, and assistant principals will receive a two day summer training. The district will conduct a mandatory training, offered August 2, 4, or 10 or during pre-planning, and distribute a Performance Evaluation System explanatory booklet to all instructional personnel. In ensuing years, the overview workshop and the Performance Evaluation System booklet will be available as an online course (mandatory for all new hires), electronic resources, and a web-enabled process as part of the district's Local Instructional Improvement System (LIIS).

1. CORE OF EFFECTIVE PRACTICES

Bradford County School District's Performance Evaluation System is based on the work of Robert Marzano and the Florida Educator Accomplished Practices (FEAPs – revised 12/17/2010) using the Florida Model. The observation instruments attached in Appendix B and referenced in subsequent sections of this plan will be used by all parties performing observations of instructional personnel. Appendix C contains a crosswalk illustrating the relationship between Marzano's indicators and the FEAPs, supporting the link to increased student achievement. Evidence and results from observations will comprise the Instructional Practice score.

The Marzano Evaluation Model is based on a number of previous, related works that include: *What Works in Schools* (Marzano, 2003), *Classroom Instruction that Works* (Marzano, Pickering, & Pollock, 2001), *Classroom Management that Works* (Marzano, Pickering, & Marzano, 2003), *Classroom Assessment and Grading that Work* (Marzano, 2006), *The Art and Science of Teaching* (Marzano, 2007), *Effective Supervision: Supporting the Art and Science of Teaching* (Marzano, Frontier, & Livingston, 2011). Each of these works was generated from a synthesis of the research and theory. Thus the model can be considered an aggregation of the research on those elements that have traditionally been shown to correlate with student academic achievement. The model includes four domains:

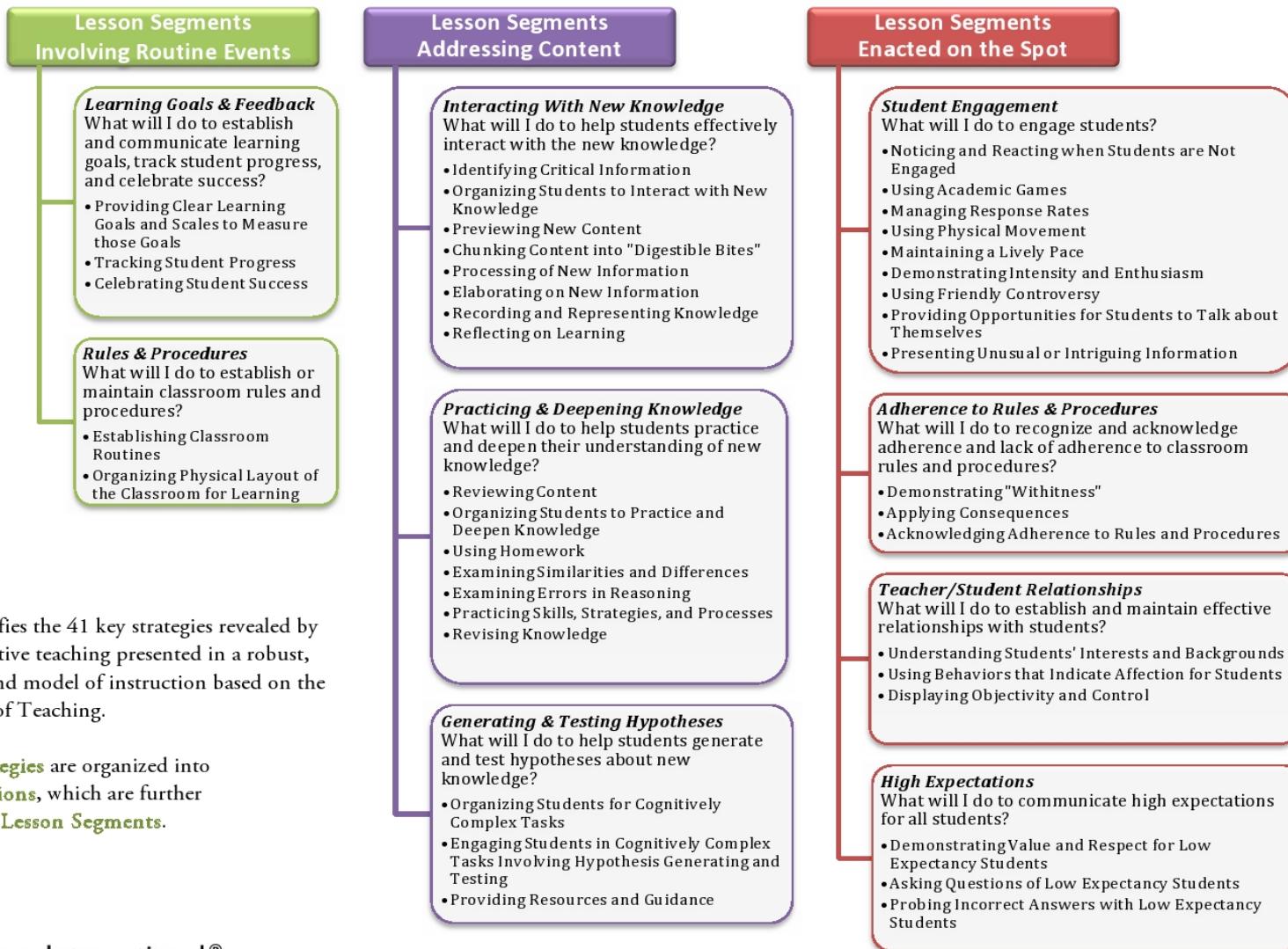
**Domain 1: Classroom Strategies and Behaviors, Domain 2: Preparing and Planning,
Domain 3: Reflecting on Teaching, Domain 4: Collegiality and Professionalism**

The four domains include 60 elements: 41 in Domain 1, 8 elements in Domain 2, 5 elements in Domain 3 and 6 elements in Domain 4. The specifics of each domain are listed in Figure 1. For a detailed discussion of these elements see *Effective Supervision: Supporting the Art and Science of Teaching* (Marzano, Frontier, & Livingston, 2011).

Figure 1: Elements of the Marzano Evaluation Model

Marzano Art and Science of Teaching Teacher Evaluation Model

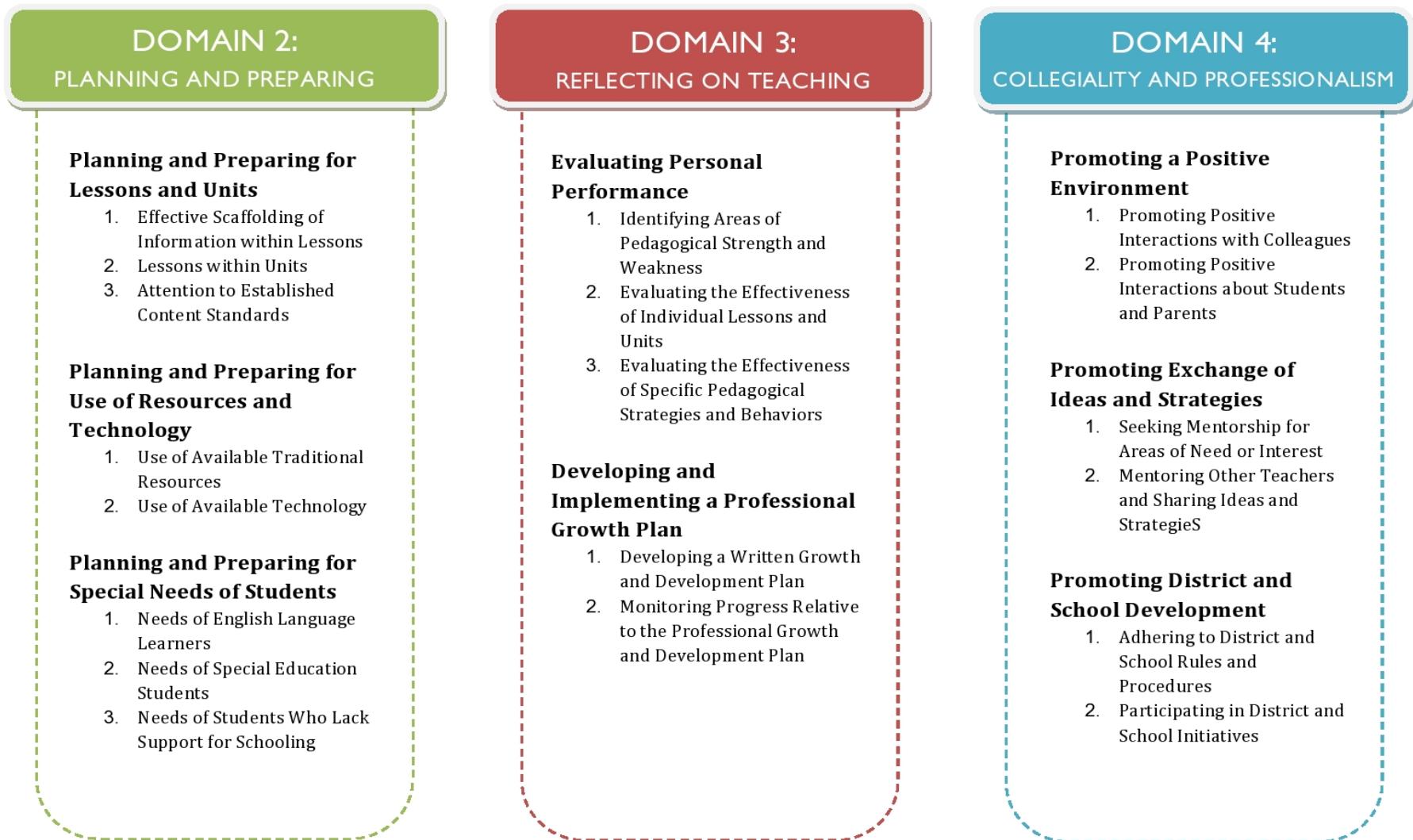
DOMAIN 1: CLASSROOM STRATEGIES AND BEHAVIORS



Domain 1 identifies the 41 key strategies revealed by research for effective teaching presented in a robust, easy-to-understand model of instruction based on the Art and Science of Teaching.

All **41 Key Strategies** are organized into **9 Design Questions**, which are further organized into **3 Lesson Segments**.

Marzano Art and Science of Teaching Teacher Evaluation Model



As indicated in Figure 1, **Domain 1** contains 41 elements ($5 + 18 + 18$); **Domain 2** contains 8 elements ($3 + 2 + 3$); **Domain 3** contains 5 elements ($3 + 2$) and **Domain 4** contains 6 elements ($2 + 2 + 2$). Given that 41 of the 60 elements in the model are from Domain 1, the clear emphasis in the Marzano model is what occurs in the classroom—the strategies and behaviors teachers use to enhance student achievement. This emphasis differentiates it from some other teacher evaluation models.

Teacher status and growth can be assessed in each component of the model in a manner that is consistent with the Florida DOE guidelines and the requirements of Race to the Top legislation.

The Research Base from Which the Model Was Developed

Each of the works (cited above) from which the model was developed report substantial research on the elements they address. For example, *The Art and Science of Teaching* includes over 25 tables reporting the research on the various elements of Domain 1. These tables report the findings from meta-analytic studies and the average effect sizes computed in these studies. In all, over 5,000 studies (i.e., effect sizes) are covered in the tables representing research over the last five decades. The same can be said for the other titles listed above. Thus, one can say that the model was initially based on thousands of studies that span multiple decades and these studies were chronicled and catalogued in books that have been widely disseminated in the United States. Specifically, over 2,000,000 copies of the books cited above have been purchased and disseminated to K-12 educators across the United States.

Experimental/Control Studies

Perhaps one of the more unique aspects of the research on this model is that it has a growing number of experimental/control studies that have been conducted by practicing teachers on the effectiveness of specific strategies in their classrooms. This is unusual in the sense that these studies are designed to establish a direct causal link between elements of the model and student achievement. Studies that use correlation analysis techniques (see next section) can establish a link between elements of a model and student achievement; however, causality cannot be easily inferred. Other evaluation models currently used throughout the country only have correlational data regarding the relationship between their elements and student achievement.

To date over 300 experimental/control studies have been conducted. Those studies involved over 14,000 students, 300 teachers, across 38 schools in 14 districts. The average effect size for strategies addressed in the studies was .42 with some studies reporting effect sizes of 2.00 and higher. An average effect size of .42 is associated with a 16 percentile point gain in student achievement. In other words, on the average, when teachers use the classroom strategies and behaviors in the Marzano Evaluation Model, their typical student achievement increased by 16 percentile points. However, great gains (i.e., those associated with an effect size of 2.00) can be realized if specific strategies are used in specific ways.

Correlational Studies

As mentioned above, correlational studies are the most common approach to examining the validity of an evaluation model. Such studies have been, and continue to be conducted, on various elements of the Marzano Evaluation Model. For example, such study was recently conducted in the state of Oklahoma as a part of their examination of elements that are related to student achievement in K-12 schools (see *What Works in*

Oklahoma Schools: Phase I Report and *What Works in Oklahoma School: Phase II Report*, by Marzano Research Laboratory, 2010 and 2011 respectively). Those studies involved 59 schools, 117 teachers and over 13,000 K-12 students. Collectively, those reports indicate positive relationships with various elements of the Marzano Evaluation Model across the domains. Specific emphasis was placed on Domain 1 particularly in the Phase II report. Using state mathematics and reading test data, 96% of the 82 correlations (i.e., 41 correlations for mathematics and 41 for reading) were found to be positive with some as high as .40 and greater. A .40 correlation

translates to an effect size (i.e., standardized mean difference) of .87 which is associated with a 31 percentile point gain in student achievement. These studies also aggregated data across the nine design questions in Domain 1. All correlations were positive for this aggregated data. Seven of those correlations ranged from .33 to .40. These correlations translate into effect sizes of .70 and higher. High correlations such as these were also reported for the total number of Domain 1 strategies teachers used in a school. Specifically the number of Domain 1 strategies teachers used in school had a .35 correlation with reaching proficiency and a .26 correlation with mathematics proficiency.

Technology Studies

Another unique aspect of the research conducted on the model is that its effects have been examined in the context of technology. For example, a two year study was conducted to determine (in part) the relationship between selected elements from Domain 1 and the effectiveness of interactive whiteboards in enhancing student achievement (see *Final Report: A Second Year Evaluation Study of Promethean ActivClassroom* by Haystead and Marzano, 2010). In all, 131 experimental/control studies were conducted across the spectrum of grade levels. Selected elements of Domain 1 were correlated with the effect sizes for use of the interactive white boards. All correlations for Domain 1 elements were positive with some as high as .70. This implies that the effectiveness of the interactive whiteboards as used in these 131 studies was greatly enhanced by the use of Domain 1 strategies.

Summary

In summary, the Marzano Evaluation Model was designed using literally thousands of studies conducted over the past five or more decades and published in books that have been widely used by K-12 educators. In addition, experimental/control studies have been conducted that establish a more direct causal linkages with enhanced student achievement that can be made with other types of data analysis. Correlation studies (the more typical approach to examining the viability of a model) have also been conducted indicating positive correlations between the elements of the model and student mathematics and reading achievement. Finally, the model has been studied as to its effects on the use of technology (i.e., interactive whiteboards) and found it to be highly correlated with the effectiveness of that technology.

References

Haystead, M. W. & Marzano, R.J. (2010) *Final Report: A Second Year Evaluation Study of Promethean ActivClassroom*. Englewood, CO: Marzano Research Laboratory (marzanoresearch.com)

Haystead, M. W. & Marzano, R.J. (2010). *Meta-Analytic Synthesis of Studies Conducted at Marzano Research Laboratory on instructional Strategies*. Englewood, CO: Marzano Research Laboratory (marzanoresearch.com)

Marzano, R.J. (2003). *What works in schools*. Alexandria, VA: ASCD

Marzano, R. J. (2006). *Classroom assessment and grading that work*. Alexandria, VA: ASCD.

Marzano, R.J. (2007). *The art and science of teaching*. Alexandria, VA: ASCD

Marzano, R. J., Frontier, T., & Livingston, D. (2011). *Effective supervision: Supporting the art and science of teaching*. Alexandria VA: ASCD

Marzano, R. J., Pickering, D. J., & Pollock, J. E. (2001). *Classroom instruction that works*. Alexandria, VA: ASCD.

Marzano, R.J., Marzano, J. S., & Pickering, D. J. (2003). *Classroom management that works*. Alexandria, VA: ASCD

Marzano Research Laboratory. (2010) *What Works in Oklahoma Schools: Phase I Report*. Englewood, CO: Marzano Research Laboratory (marzanoresearch.com)

Marzano Research Laboratory. (2011) *What Works in Oklahoma Schools: Phase II Report*. Englewood, CO: Marzano Research Laboratory (marzanoresearch.com)

2. STUDENT GROWTH

Each instructional employee's annual evaluation will consist of two parts: a Student Growth score and an Instructional Practice score. For most employees, each of these parts will count equally and combine into an overall rating. Student growth data will come from the scores of students assigned to teachers. Students must be present in *Survey 2 and 3* to be counted toward the teacher's achievement. The growth measure will count for 50% of the teacher's overall evaluation score. The weighting will be reflective on the percentage of students in each course in relationship to the total number of students assigned to the teacher. The matrices in Appendix F show the instruments that will measure student gains, proficiency and their corresponding weights. All teachers will be evaluated on learning gains and/or proficiency.

In accordance with Board Policy 6.81 each instructional employee shall use local assessments for courses without a state assessment. Local assessments are assessments selected or developed by the district to measure student mastery of courses content for each course where mastery is not assessed by statewide, standardized assessments. These assessments will be used to determine student growth when compared to mid-term student course grades as part of a Student leaning Objective (SLO).

All secondary teachers teaching courses without a local assessment_will develop a comprehensive post-test (final exam). A peer group, including a least one administrator, will review and approve each CPT based on alignment to the standards in the course descriptions and adequate rigor and complexity. All CPTs will include at least one complex essay question that will be graded using a rubric. It will be administered and graded by a peer. Each CPT will be weighted according the matrix in appendix F. 60% or greater must be achieved on the final in order to count as proficient and 40% on SAT-10. In addition, state End of Course Exams (EOCs) results will also be used when applicable, as indicated on the matrix. The learning gains for all secondary teachers will be measures by Florida Standards Assessment (FSA) gains, where applicable.

Elementary teachers will be evaluated on student gains as seen on the local assessments and proficiency and/or gains as seen on a Nationally Normed Assessment (NNA) or the FSA, as indicated on the matrix in Appendix F.

The evaluations of instructional personnel who are not classroom teachers will include student learning growth from statewide assessments for students assigned to the instructional personnel.

Classroom Teachers in FSA-Covered Subjects and Grades

Classroom teachers in Math, English/Language Arts, Science and Reading, including those teachers who are assigned specific students and provide instruction directly relevant to FSA scores in Math and Reading, will receive an evaluation which includes a student achievement rating based on student proficiency and/or learning gains.

This evaluation will result in a student achievement score based on cut points established by Bradford County from the results of the Value Added Model provided by FLDOE. This student achievement score, ranging from

Highly Effective to Unsatisfactory, will represent 50% of the overall evaluation of a classroom teacher in FSA-covered courses and grades.

Classroom Teachers in Subjects and Grades NOT covered by FSA

Classroom teachers in subjects not covered by FSA will receive an evaluation which includes a student achievement rating based on student growth/learning gains from a local assessment. The student achievement score, ranging from Highly Effective to Unsatisfactory, will represent 50% of the overall evaluation of a classroom teacher in subjects not covered by FSA.

Most classroom teachers in grades 3-10 are expected to impact the FSA reading and/or math scores of all students assigned to them. Classroom teachers in subjects or grades NOT covered by FSA are addressed by combining proficiency and/or growth on FSA Reading, Science and/or Math for those students assigned to the classroom teacher.

Non Classroom Teachers in Subjects and Grades NOT covered by FSA

It is recognized that *teaching fields may be identified which will require special procedures/criteria. Below are some of the instructional personnel who are NOT classroom teachers. Students included in this achievement model will encompass the district or school population or those students (e.g., specific grade) for whom the staff member are assigned.

***Such fields include:**

- Occupational Specialists
- Guidance Counselors
- Speech/Vision
- Vocational Rehabilitation Specialists
- ESE Transition Teacher
- Staffing Specialists

3. INSTRUCTIONAL PRACTICE

A. An *Instructional Practice* score will be computed for all instructional personnel. For teachers, Marzano's Florida Model will be used. This model:

- Reflects teachers' performance across all elements within the framework (Domains 1-4);
- Accounts for teachers' experience levels (Categories I-II);
- Assigns weight to the domain with the greatest impact on student achievement (Domain 1); and
- Acknowledges teachers' focus on deliberate practice by measuring teacher improvement over time on **specific** elements within the framework.

An Instructional Practice score will consist of two elements: an Instructional Status score and a Deliberate Practice score. A Deliberate Practice score:

- Measures progress against specifically targeted elements for improvement;
- Recognizes teacher's deliberate practice; and
- Expects that teachers grow every year.

B. The *Deliberate Practice* score the Instructional Status score will be 20% and the Deliberate Practice score will be 13.33% and then combined for the Instructional Practice score. The process for computing this score is detailed in section 4. During Year 2, an Instructional Practice score will reflect:

- Status score
 - Addresses proficiency of the framework as a whole
 - Accounts for teachers' experience levels to celebrate milestones
 - Balances typically unfavorable scores for new teachers
 - Monitors teachers' continued use of elements already mastered
- Deliberate Practice score
 - Measures progress against deliberate practice
 - Acknowledges teacher's improvement over time

For evaluation purposes, teachers will be in one of two categories:

- Category I: one to three years of service
- Category II: four or more years of service

Teachers new to the district will be placed in category I for the first year. If rehired, the teacher will then be placed in category II if appropriate. All teachers new to the district will be required to participate in New Teacher Orientation, which will include Teacher Appraisal Training.

For **first year teachers**, the frequency of observations as reflected in Table 2 provides an opportunity for ongoing feedback and support that informs opportunities for professional growth and provides a means of gathering sufficient evidence to determine the effectiveness of new teachers as they transition from pre-service programs into their professional teaching experience. These observations provide multiple opportunities for teacher reflection as well as professional growth through the planning, observation and reflection conference process. Since it would not be feasible to observe for all 9 design questions in any one lesson, observers will work with teachers to establish a clear focus for each observation as noted in Table 3. In this example, DQ 1 and 6 are the focus of the first observation as these questions represent areas of teacher practice where new teachers typically require support and also have some of the strongest impact on student learning. Note that Design Questions that have been a previous focus for formal observations can be revisited at the request of the teacher or the observer for observations 2, 3, and 4. In subsequent years of an induction program, the formal observation schedule would follow a similar pattern in which each observation would focus on two design questions the order of which are decided between the observer and the teacher.

All formal observations of first year teachers will include a review of data appropriate to the Design Question focus for that observation. This may include but is not limited to:

- Curriculum-based measures;
- Grade distributions;
- Mastery checklists;
- Student work samples; and
- Discipline data.

Feedback for first year teachers new to the profession will include pre and post observations conferences for all formal observations as well as other written feedback, mentor feedback, and two complete evaluations.

Tables 2 - 8 provide additional information on types of observations, frequency, instruments used, feedback, and timelines. More detail on the calculation of the Instructional Practice score is included in Section 4.

• *Table 2: Observation Frequency and Type*

Status	Formal Observations (Announced)		Informal Observations (Announced or Unannounced)		Walkthroughs	
	Minimum Number	Feedback Process	Minimum Number	Feedback Process	Minimum Number	Feedback Process
Category I New Teacher (1-3 years of service) or new to district	2	Pre and post observation conferences with written/electronic feedback	2	Written feedback	4	Feedback if concerns
Category II Teacher (4 or more years of service)	1	Pre and post observation conferences with written/electronic feedback	1	Written/electronic feedback	2	Feedback if concerns
Struggling Teacher (optional if 1st year NI due to receipt of school wide data)	3	Pre and post observation conferences with written/electronic feedback	2	Written/electronic feedback	4	Feedback if concerns

Table 3: First Year Teacher Observation Sample

<i>Observation 1</i>	<i>Observation 2</i>	<i>Observation 3</i>	<i>Observation 4</i>
<p>DQ 1 What will I do to establish learning goals, track student progress and celebrate success?</p> <p>DQ 6 What will I do to establish or maintain classroom routines and procedures?</p> <p>DQ 5 What will I do to engage students?</p>	<p>DQ 1 What will I do to establish learning goals, track student progress and celebrate success?</p> <p>DQ 9 What will I do to communicate high expectations for students?</p> <p>DQ 7 What will I do to acknowledge adherence or lack of adherence to rules and procedures?</p>	<p>DQ 2 What will I do to help students interact with new knowledge?</p> <p>DQ 8 What will I do to establish and maintain effective relationships?</p>	<p>DQ 3 What will I do to help students deepen and practice new knowledge?</p> <p>DQ 4 What will I do to help students generate and test hypothesis about new knowledge?</p>

Table 4: Observation Forms Used

Formal Observation(s)	Informal Observation(s)
Pre-Conference	Snapshot Form
Short Form	Short Form
Post-Conference	Long Form
Long Form	Other
Other	

Table 5: Formal Observation Roles

Formal Observation	Role of the Observer	Role of the Teacher
Pre-Conference	To support and guide the teacher in planning and preparation	To provide evidence regarding their skills in planning and aligning their lessons to district standards and curricula
Post-Conference	To provide a climate and experience that enables the teacher and the observer to reflect upon the lesson and to determine next steps	To reflect upon the impact that the lesson had on student learning.
Written Feedback	Provide objective, actionable and timely feedback	To reflect upon, engage in dialogue with observers and to take appropriate action

Table 6: Observation Types and Characteristics

	Announced	Unannounced
Formal	<ul style="list-style-type: none"> • Class Period (30-50 minutes) • Pre-Conference • Post-Conference • Results used for annual evaluation • Written feedback provided to the teacher 	
Informal		<ul style="list-style-type: none"> • At least 10 minutes long • The observer does not inform the teacher • The results are used for the annual evaluation • May include a written feedback
Walkthroughs		<ul style="list-style-type: none"> • Usually 3-10 minutes • Results may be used for the annual evaluation

*Table 7: Timeline of Observer Implementation**

Year		Conduct Observations*	Conduct Final Rating
1	Principals	Yes	Yes
	District Staff	Yes	Yes (If needed)
	Assistant Principals	Yes	No
2	Instructional Coaches	For Coaching/Mentoring Only	
	Mentors	For Coaching/Mentoring Only	
	Peers	For Coaching/Mentoring Only	

Only after having received training.

Table 8: SUGGESTED PROCESS TIMELINE CHART

Weeks	Category 1			Category 2			"Struggling"		
	Formal (2)	Informal (2)	IWTs (4)	Formal (1)	Informal (1)	IWTs (2)	Formal (3)	Informal (2)	IWTs (4)
1	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots
2	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots	Snapshots
3	Snapshots /TGP ^s	Snapshots /TGP ^s	Snapshots/TGP ^s	Snapshots /TGP ^s					
4	Snapshots / TGP ^s	Snapshots /TGP ^s	Snapshots/TGP ^s	Snapshots /TGP ^s					
5	Formal#		IWTs			IWTs			IWTs
6	Formal#		IWTs			IWTs			IWTs
7	Formal#		IWTs			IWTs	Formal*		IWTs
8	Formal#		IWTs	Formal*		IWTs	Formal*		IWTs
9	Formal#		IWTs	Formal*		IWTs	Formal*		IWTs
10	Formal#		IWTs	Formal*		IWTs	Formal*		IWTs
11	Formal#	Informal	IWTs	Formal*		IWTs			IWTs
12		Informal	IWTs	Formal*		IWTs		Informal	IWTs
13		Informal	IWTs	Formal*		IWTs		Informal	IWTs
14		Informal	IWTs	Formal*		IWTs		Informal	IWTs
15		Informal	IWTs	Formal*		IWTs			IWTs
16			IWTs	Formal*		IWTs			IWTs
17			IWTs	Formal*		IWTs			IWTs
18			IWTs	Formal*		IWTs			IWTs
19			IWTs	Formal*		IWTs	Formal*		IWTs
20	Formal		IWTs			IWTs	Formal*		IWTs
21	Formal		IWTs			IWTs	Formal*		IWTs
22	Formal		IWTs		Informal	IWTs	Formal*		IWTs
23	Formal		IWTs		Informal	IWTs	Formal*		IWTs
24	Formal		IWTs		Informal	IWTs		Informal	IWTs
25			IWTs		Informal	IWTs		Informal	IWTs
26			IWTs		Informal	IWTs		Informal	IWTs
27			IWTs		Informal	IWTs			IWTs
28		Informal	IWTs		Informal	IWTs	Formal*		IWTs
29		Informal	IWTs		Informal	IWTs	Formal*		IWTs
30		Informal	IWTs		Informal	IWTs	Formal*		IWTs
31		Informal	IWTs		Informal	IWTs	Formal*		IWTs
32		Informal	IWTs			IWTs			IWTs
33			IWTs			IWTs			IWTs
34			IWTs			IWTs			IWTs
35-36	Paperwork	Paperwork	Paperwork	Paperwork	Paperwork	Paperwork	Paperwork	Paperwork	Paperwork
37-38	Evaluation Conferences	Evaluation Conferences	Evaluation Conferences	Evaluation Conferences	Evaluation Conferences	Evaluation Conferences	Evaluation Conferences	Evaluation Conferences	Evaluation Conferences

KEY:

TGP^s = Teacher Growth Plans

IWTs = Instructional Walk-Throughs

* - "Pre" and "Post" Conferences Required on 1st Formals.

- Includes first Evaluation Conference for all new teachers

ANNUAL EVALUATION RATINGS AND CALCULATIONS

Bradford County School District's Performance Appraisal System will use four categories of performance for instructional personnel summative ratings:

- Highly Effective (4)
- Effective (3)
- Needs Improvement (Developing for Category I teachers) (2)
- Unsatisfactory (1)

This summative rating will be reached by combining the results of the Student Growth score with the Instructional Practice score as detailed below.

DETERMINING THE STUDENT GROWTH SCORE

The Student Growth score will be calculated as discussed in section 2.

For teachers with district and state proficiency assessments, SAT-10 and final exams, the percent proficient will be scored as follows:

HIGHLY EFFECTIVE 4	EFFECTIVE 3	NEEDS IMPROVEMENT or DEVELOPING - 2	UNSATISFACTORY 1
88 - 100	63 - 87	38 - 62	0 - 37

DETERMINING THE INSTRUCTIONAL PRACTICE SCORE

The scale used by Marzano's model is a five point scale consisting of:

- Innovating (4)
- Applying (3)
- Developing (2)
- Beginning (1)
- Not using (0)

The following sources of evidence will be used to determine an Instructional Practice score using Marzano's five point scale.

Domain 1: Classroom Strategies and Behaviors

- Formal observation(s)
- Informal, announced observation(s)
- Informal unannounced observations(s)
- Walkthroughs
- Student surveys
- Videos of classroom practice
- Artifacts

Domain 2: Planning and Preparing

- Planning conference or preconference
- Artifacts

Domain 3: Reflecting on Teaching

- Self-assessment
- Reflection conference
- Conferences
- Discussions
- Artifacts

Domain 4: Collegiality & Professionalism

- Conferences
- Discussions
- Artifacts

A conversion from the 5 point Marzano scale to 4 point scale will be done as follows:

Step 1: Using the sources of evidence above and the Domain Forms each observed element is rated on the 5 point scale.

Step 2: The number of ratings at each level for each of the four domains is counted.

Frequency	D1	D2	D3	D4
Level 4				
Level 3				
Level 2				
Level 1				
Level 0				
Total Elements Used	-	-	-	-

Step 3: The count from step 2 is converted to a percentage for each level of performance in each domain (number of ratings in that domain at that level/total number of occurrences in that domain*100).

Percentages	D1	D2	D3	D4
Level 4				
Level 3				
Level 2				
Level 1				
Level 0				
	%	%	%	%

Step 4: For each domain, the result from step 3 is applied to the description for each level on the Proficiency Scale (Appendix E) for the appropriate category of teacher (I or II). Note that struggling teachers are rated according to which category they fall into based on years of experience. This results in a domain proficiency score between 1 and 4 for each domain.

Step 5: Each domain proficiency score is weighted and combined to determine an overall status score according to the following weights:

- Domain 1: 76 (41 elements)
- Domain 2: 8 (8 elements)
- Domain 3: 8% (5 elements)
- Domain 4: 8 (6 elements)

Step 6:

- A **Deliberate Practice** score is used the final ratings for each Domain 1 Target element. These are averaged to compute an overall Deliberate Practice score. This score is correlated to the 4 point scale (*Table 9*) to determine the Deliberate Practice rating. Next, the Instructional Status score and the Deliberate Practice score are weighted at 60% and 40% of the Instructional Practice portion and combined to determine the Final Instructional Practice score using the 4 point scale (*Table 9*). This also weights the Instructional Status score and Deliberate Practice score at 20% and 13.33% respectively for the overall final Summative Teacher Evaluation Score and Rating as illustrated by Figure 2.

Figure 2: Weighting of Instructional Practice Score

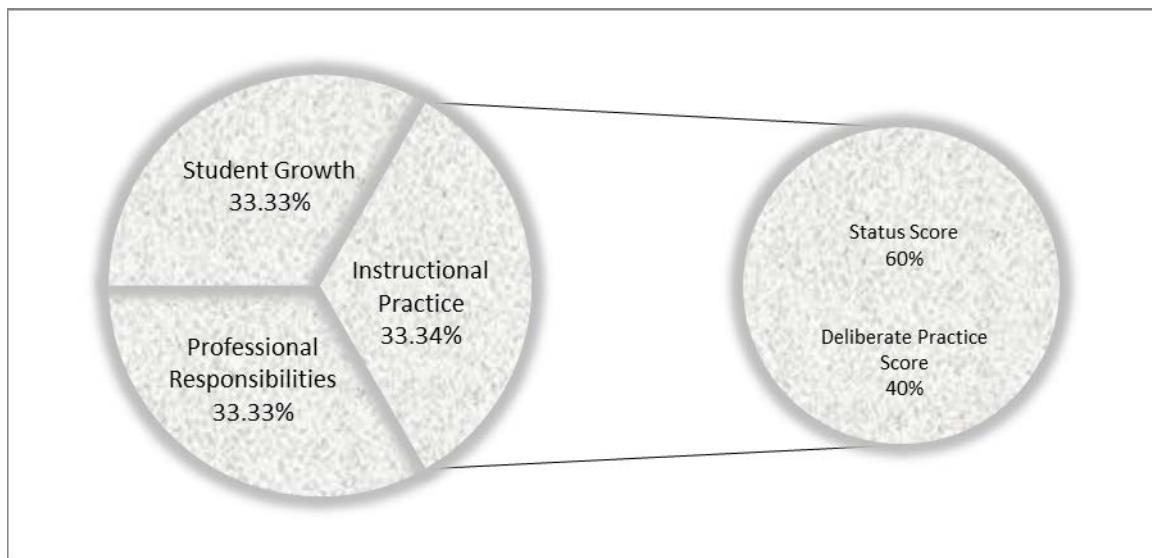


Table 9: Four Point Scale

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT or DEVELOPING	UNSATISFACTORY
3.5 – 4.0	2.5 – 3.4	1.5 – 2.4	1.0 – 1.4

ADDITIONAL METRIC EVALUATION ELEMENT

In addition to Instructional Practice and Student Achievement, a third metric, Professional Responsibilities will be included in the teacher evaluation system. This metric will include lesson plans, professional development and meeting attendance. Lesson plans will be scored based on the percent of lesson plans turned in on the proper template by Monday of each week before the start of student instruction. Professional development will be scored based on all points earned in the professional development reporting system for the year. Teachers who have already earned enough points to recertify in the prior year/s will not receive lower than a NI/D – 2. Meeting attendance will be scored based on the percent of school meetings attended during the year.

Instructional Practice (33.34%)

Domain 1 – Classroom Strategies & Behaviors (76%)

Domain 2 – Planning & Preparing (8%) – Lesson Plans/Prep

Domain 3 – Reflecting & Teaching (8%) – TGP & Pre/Post Conf.

Domain 4 – Collegiality & Professionalism (8%) – Colleague/Administrator Collegiality

(Converted to 4-3-2-1 Scale)

Student Growth (33.33%)

Determined by use of approved matrix for each area.

Scored as: HE = 4, E = 3, NI/D = 2, U = 1

Professional Responsibilities (33.33%)

Lesson Plans (50%)

HE (4) = 90% and up E (3) = 80-89%, NI/D (2) = 70-79%, U (1) = 0-69%.

Professional Development (25%)

HE (4) = 30 pts. and up, E (3) = 20-29 pts., NI/D (2) = 10-19pts., U (1) = 0-9 pts...
(After earning 120 points for recertification a teacher's minimum score will be a 2.)

Meeting Attendance (25%)

HE (4) = 90% and up E (3) = 80-89%, NI/D (2) = 70-79%, U (1) = 0-69%.

NOTE: All 3 metrics are scored using the 4-points scale: HE=4, E=3, NI/D=2, U=1

Parent input is collected through a survey which is submitted to the School Advisory Council and informs the School Improvement plan. The survey permits parent feedback on individual instructional personnel. Currently plans do not call for a formal, systematic use of parental information in the evaluation of specific instructional personnel, but only as additional information.

COMBINING THE STUDENT GROWTH SCORE AND INSTRUCTIONAL PRACTICE SCORE FOR A FINAL SUMMATIVE TEACHER EVALUATION SCORE AND RATING

Once both a Student Growth score and an Instructional Practice score have been determined, it is necessary to combine these scores into a final Summative Teacher Evaluation Score and Rating. Unless otherwise indicated by availability of data as outlined previously, both the Student Growth and Instructional Practice scores will each count for 50% of the final Summative Teacher Evaluation Score.

Weighting and combining each of the Student Growth and Instructional Practices scores will be accomplished by adding the Instructional Practice Score and the Student Achievement Score and dividing by 2. This will give a final Summative Teacher Evaluation Score that will then correspond to the following scale ranges:

It is recognized that *teaching fields may be identified which will require special procedures/criteria. Below are some of the instructional personnel who are NOT classroom teachers. The timeline for development/selection of student assessments for each *teaching field not identified in Appendix F will be Aug. 1, 2011. Students included in this achievement model will encompass the district or school population or those students (e.g., specific grade) for whom the staff member has responsibility.

***Such fields include:**

- Occupational Specialists
- Guidance Counselors
- Speech/Vision
- Vocational Rehabilitation Specialists
- ESE Transition Teacher
- Staffing Specialists

In addition, evaluations of all instructional personnel may be **amended as much as 90-days after the end of the school year** in order to accommodate the availability of test results. Because multiple years (three years for teachers in the same grade/course) of data shall be available in many cases, it is not expected that this amendment will make a considerable impact on the original Final Teacher Evaluation score, but in those cases where the results are on a borderline between two rating levels, this amendment can make a significant difference. In all cases, Bradford County School District expects this process to be completed before the submission of final evaluation results with Survey 5.

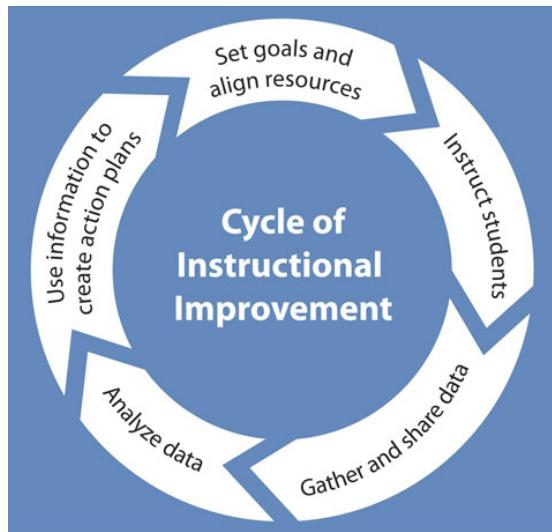
5. A SYSTEM OF IMPROVEMENT

As stated in the introduction, the purpose of Bradford County School District's redeveloped Performance Evaluation System is to increase student learning growth by improving the quality of instructional, administrative, and supervisory service (1012.34 (1)(a), F.S. and MOU (D) (2)(ii)2).

This goal works in perfect concert with an overall system of continuous improvement flowing up from growth in teacher quality to school and district improvement as measured by common metrics reflective of student learning growth. Simply stated, district and school improvement plans use data to establish learning goal outcomes for students. These same data are used to measure teacher effectiveness and inform decisions about classroom practice, staffing, and professional development needs. Instructional evaluation results will be used to identify both challenge areas and possible solutions to be addressed in school and district improvement plans.

At the teacher, school, and district level this system is based on a cycle of instructional improvement. The only difference is the name of the action plan. This system is illustrated by Figure 3.

Figure 3: Cycle of Instructional Improvement



Action plans are found in *Teacher Growth Plans* (TGP) with target areas for Deliberate Practice, and Leadership Developmental Plans (LDPs). These needs will continue to be identified through the ongoing process of examining data and observation results: Student Growth scores and Instructional Practice feedback/scores. Timelines for this process are detailed in Table 8. Data meetings will continue to be held to review district, school and teacher data to identify *professional development needs*.

As outlined in Table 7, teachers may receive observations from educators with various instructional roles for the purpose of coaching/mentoring. Supporting continuous progress in instructional growth will generate input from numerous sources. The principals and district staff (as needed), who are the instructional leaders and supervisors of personnel, will conduct the final Summative Teacher Evaluation of all site-based teachers and instructional personnel. Instructional personnel, who serve multiple schools, are on special assignment, or work virtually will be evaluated by the designated supervisor to whom they report. All personnel giving input into the evaluation of another employee MUST have attended training on the evaluation and observation process prior to performing any observations. A comprehensive understanding of the Marzano Evaluation Model's 4 Domains, 60 elements, observation forms and procedures, and overall evaluation system process is critical to ensure both the accuracy and reliability of observations, feedback, and input.

Annual Review by the District - First year review and evaluation of Bradford's Performance Evaluation System will be formative and focused largely on fidelity and process evaluation. The Fidelity Evaluation is designed to (a) assure the project is implemented as designed, (b) Inform decisions about alternative courses of action as project is implemented, (c) Identify strengths and problems associated the design and implementation, and (d) identify additional training and technical assistance needed by staff. The Process Evaluation will (a) document the key program activities and compare to process-related goals and objectives, (b) document any problem areas, focusing heavily on examination of the three crucial elements in the program—(1) instructional practice observation; (2) the use of test bank to support Interim Assessment; and (3) possible revision of metrics to support instructional evaluation; and (c) document key program activities and lessons learned for reporting and dissemination purposes.

The second year review and evaluation of Bradford's Instructional Evaluation System will include a review of the Formative assessment processes documented above in addition to a Summative assessment of the core goals of the Instructional Evaluation System, including: the level of inter-rater reliability among Evaluators and Observers; the relationship between Teacher Practice scores and Student Achievement scores to determine

the degree of validity and reliability of the varying measures; and, ultimately, the impact of Instructional Evaluation on Student Achievement.

NOTE: Bradford County District Schools will continue to conduct annual reviews of the Performance Evaluation System.

6. EVALUATOR TRAINING

Initial Training of Evaluators - In the summer of 2011, all principals, district staff, and assistant principals responsible for observations and evaluations will attend initial 2-day training in Dr. Robert Marzano's Observation and Feedback Protocol. This protocol upgrades walkthroughs, instructional rounds, and observations to monitor and support use of research-based strategies for effective teaching in every classroom. Participants will learn how to use the protocol, provide meaningful feedback, and to support teachers' growth through a professional development program.

On-going training of evaluators - Current plans call for year two training to be provided by Learning Sciences through a regional approach contracted through the North East Florida Educational consortium (NEFEC) in order to maximize cost efficiency. Eight additional days of training for evaluators and eight days of training for Observers and Coaches are scheduled for year two directed toward new hires and individuals that will serve as mentors to other Evaluators or Observers and act in a train-the-trainer capacity.

Bradford administrative staff will participate with cohorts of initially trained participants in ongoing professional development throughout the school year to augment the learning of the initial 2-day training. This will be offered by NEFEC staff that will be certified in Marzano's Leaders of Learning Program, topics will include:

- Marzano Observation and Feedback Protocol;
- Inter-rater reliability for observers;
- Constructing effective feedback;
- Analyzing data on teacher practice for trends and patterns;
- Collecting data to convene collegial conversation; and
- Connecting teacher practice to student achievement.

Subsequent training opportunities for new administrators and personnel with other educational roles will be offered training periodically either by the district or on a regional basis by the North East Florida Educational Consortium (NEFEC).

Monitoring Evaluator Performance - Monitoring the Effectiveness of the Evaluation System will be ongoing. Specific points of assessment shall include:

- Monitoring the fidelity of implementation, including the acquisition of training for Observers and Instructional Personnel and monitoring data collection and use of forms at semester.
- Applying appropriate measures of association and inference to the Teacher Practices scores compiled by different observers on Instructional Personnel to determine the degree of inter-rater reliability achieved by various observers
- Applying appropriate measures of association and inference to the relationship between Teacher Practice scores and Student Achievement scores to determine the degree of validity and reliability of the varying measures

- Applying appropriate measures of association and inference to the relationship between school-wide Student Growth and the individual staff measures of Instructional Effort, both as a total scale and conducting item analysis to determine those Effort items most highly related to Student Growth.

Evaluation System 1 Appendix A

EVIDENCE OF COLLECTIVE BARGAINING

May 26, 2011

Please be advised that Bradford County School District and Bradford Education Association have been actively engaged in collective bargaining negotiations and/or teacher evaluation system development consistent with the precepts contained in SB 736 and the Race to the Top grant in order to revise the teacher evaluation system for the 2011-2012 school year. It remains our intent to continue good faith negotiations in accordance with Chapter 447. We will continue to work diligently to design a new teacher evaluation system that combines the Race to the Top requirements with those required in the recently amended section 1012.34, Florida Statutes, and Rules 6B-4.010 and 6A-.5.065, FAC.

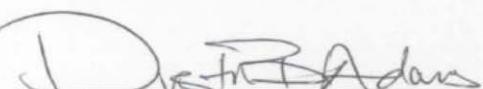
The checklist and the activities of negotiations included with this letter will chronicle what we have accomplished, the process that we are using, the challenges that we now will soon confront, and the work yet to be developed and negotiated. It is also our intent that this document will assist DOE in ensuring that we have met the requirements in each area for the RTTT grant and SB 736, while also satisfying requirements for State Board Rule.

There will be ongoing negotiation and refinement in the areas of selection of student assessments and growth measures and their applications, evaluation of instructional non-classroom personnel, procedural implementation of the overall appraisal system including training and inter-rater reliability, and use of the Teacher Performance Appraisal System forms including the Instructional Practice Score Calculation, collection of evidence, and observation forms/implementation.

It is the intent of the parties to fully address and comply with the law and the mandates of the Race to the Top grant while maintaining a focus on the needs of the district with regard to time, capacity, flexibility, and fairness. For this reason, the parties agree to maintain ongoing, regular meetings to address any substantive revisions required following the Department of Education's review and to monitor the ongoing implementation of the new system.



Beth Moore, Superintendent



Dustin Adams, President BEA

[Evaluation System] APPENDIX B – OBSERVATION FORMS AND SOURCES OF EVIDENCE

All forms are available at: http://www.marzanevaluation.com/members_area/florida_model_materials/

- Domain 1 : Classroom Strategies and Behavior

Forms

- Snapshot Form
- Short Form
- Long Form, Routine Segments
- Long Form, Content Segments
- Long Form, On the Spot Segments

Evidence

Observation Data

- Domain 2: Planning and Preparing

Forms

- Planning (Pre) Conference Form A
- Planning (Pre) Conference Form B

Evidence

Preconference Data
Lesson Plans

- Domain 3 Forms: Reflecting on Teaching

Forms

- Reflection Conference Structured Interview Form

Evidence

Reflection Data
Student Work

- Domain 4 Forms: Collegiality and Professionalism

Forms

- Teacher Growth Plan

Evidence

In Professional Learning Community
Lesson Study Participation
TGP Aligned Professional Development

[Evaluation System] APPENDIX C – MARZANO/FEAPs CROSSWALK

The state crosswalk illustrating the relationship between Marzano's domain segments and the Florida Educator Accomplished Practices can be found at:

http://www.marzanoevaluation.com/files/FEAPs_Crosswalk_Marzano.pdf

[Evaluation System] APPENDIX D – FCAT/FSA ASSOCIATED COURSES

READING:

ESOL English for Speakers of Other Language-Elementary	Communications 6-8
Functional Basic Skills in Reading-Elementary	Academics 6-8
Fuctional Basic Skills in Communications-Elementary	Academic Skills 6-8
Language Arts-Elementary	Advanced Academics 6-8
Reading-Elementary	Developmental Skills 6-8
Integrated Language Arts-Elementary	Reading and Writing Across the Curriculum
Handwriting-Elementary	Intensive Language Arts
Spelling-Elementary	Intensive Reading
Writing-Elementary	English Skills I
Sixth Grade	English I
Academics K-5	English Honors I
Academic Skills K-5	English Skills II
Advanced Academic Skills K-5	English II
Developmental Skills K-5	English Honors II
Language Arts K-5	English Skills III
Communications K-5	English III
Spelling K-5	English Honors III
Writing K-5	English Skills IV
M/J Intensive Language Arts (MC)	English IV
M/J Intensive Reading (MC)	English Honors IV
M/J Language Arts 1	Advanced Placement Language Composition
M/J Language Arts, 1 Adv.	Advanced Placement English Literature and Composition
M/J Language Arts 2	Business English I
M/J Langague Arts 2, Adv	Business English II
M/J Language Arts 3	Applied Communication I
M/J Language Arts 3, Adv	Applied Communication II
M/J Language Arts 1 through ESOL	Advanced Communication Methodology
M/J Langague Arts 2 through ESOL	AICE English Language
M/J Langague Arts 3 through ESOL	Pre-AICE English Language
M/J Developmental Language Arts Through ESOL (MC)	English I Pre-International Baccalaureate
M/J Journalism 1	English II Pre-International Baccalaureate
M/J Journalism 2	English III International Baccalaureate
M/J Speech and Debate 1	English IV International Baccalaureate
M/J Speech and Debate 2	English I through ESOL
M/J Speech and Debate 3	English II through ESOL
M/J Reading 1	English III through ESOL
M/J Reading 1, Advanced	English IV through ESOL
M/J Reading 2	Developmental Language Arts Through ESOL
M/J Reading 2, Advanced	Semantics and Logic
M/J Reading 3	AICE Thinking Skills
M/J Reading, Advanced	World Literature
M/J Creative Writing 1	American Literature
M/J Creative Writing 2	British Literature
M/J Creative Writing 3	Contemporary Literature
M/J Expository Writing 1	Classical Literature
M/J Expository Writing 2	Literature and the Arts I
Language Arts 6-8	Literature and the Arts II
Reading: 6-8	Literature in the Media
AICE English Literature	Contemporary Literature Honors
Pre-AICE Englsh Literature	World Literature Honors
Journalism I	Great Books

Journalism II	M/J Language Arts 1, International Baccalaureate
Journalism III	M/J Language Arts 2, International Baccalaureate
Journalism IV	M/J Language Arts 3, International Baccalaureate
Journalism V	AICE English Literature II
Journalism VI	AICE General Paper
Journalism VII	M/J Intensive Reading and Career Planning
Journalism VIII	Reading for College Success
Mass Media I	Intensive Writing
Mass Media II	IB Middle Years Program English I
Mass Media III	IB Middle Years Program English II
Mass Media IV	IB Middle Years Program Speech Honors
Speech I	Writing for College Success
Speech II	
Speech III	
Debate I	
Debate II	
Debate III	
Debate IV	
Debate V	
Debate VI	
Debate VII	
Debate VIII	
Reading I	
Reading II	
Advanced Reading	
Reading III	
Writing I	
Writing II	
Creative Writing I	
Creative Writing II	
Creative Writing III	
Creative Writing IV	
Creative Writing V	
Screenplay Writing	
Play Writing	
Sign Language I	
Sign Language II	
Sign Language III	
Braille Reading and Writing	
American Literature Honors	
British Literature Honors	
Classical Literature Honors	
Contemporary Literature Honors	
World Literature Honors	
Great Books	
Reading 9-12	
English 9-12	
Life Skills Communications 9-12	
Life Skills Reading: 9-12	
American Literature Honors	
British Literature Honors	
Classical Literature Honors	

MATH:

Algebra I	Discrete Mathematics
Algebra I Honors	Advanced Topics in Mathematics
Algebra II	Mathematics K-5
Algebra II Honors	Academics K-5
Algebra Ia	Academic Skills K-5
Algebra Ib	Advanced Academic Skills K-5
Intensive Mathematics	Developmental Skills K-5
Analysis of Functions	Mathematics: 6-8
International Baccalaureate Math Analysis	Academics 6-8
Calculus	Academic Skills 6-8
Advanced Placement Calculus AB	Advanced Academics 6-8
Advanced Placement Calculus BC	Developmental Skills 6-8
Pre-Calculus	Mathematics 9-12
AICE Further Mathematics	Life Skills Math: 9-12
International Baccalaureate Pre-Calculus	Math for College Success
Calculus-International Baccalaureate	Advanceded Algebra with Financial Applications
International Baccalaureate Calculus and Descriptive Statistics	Math College Readiness
International Baccalaureate Further Mathematics	Math Analysis
International Baccalaureate Advanced Calculus	AICE Math 1
M/J Intensive Mathematics (MC)	AICE Math and Mech and Prob and Stat 2
M/J Mathematics 1	Pre-AICE Additional Math III
M/J Mathematics 1, Advanced	M/J Mathematics IB
M/J Mathematics 2	M/J Pre-algebra IB
M/J Mathematics 2, Advanced	Math Grade K
M/J Mathematics 3	Math Grade 1
M/J Mathematics 3, Advanced	Math Grade 2
Consumer Mathematics	Math Grade 3
Applied Mathematics I	Math Grade 4
Applied Mathematics II	Math Grade 5
Applied Mathematics III	Academic Skills 6-8 and Career Planning
Explorations in Mathematics I	Advanced Academics 6-8 and Career Planning Gifted
Explorations in Mathematics II	AICE Math and Prob and Stat 1
Business Mathematics	AICE Math and Prob and Stat 2
Informal Geometry	Pre-Algebra
Geometry	AICE Math and Mech 1
Geometry Honors	AICE Math and Mech 2
Analytic Geometry	
Analytic Geometry-International Baccalaureate	
Integrated Mathematics I	
Integrated Mathematics II	
Integrated Mathematics III	
Liberal Arts Mathematics	
Mathematics Studies-International Baccalaureate	
Pre-AICE Mathematics I	
Pre-AICE Mathematics II	
International Baccalaureate Mathematics Higher Level	
Probability & Statistics with	
IB Statistics and Introductory Differential Calculus	
Advanced Placement Statistics	
AICE Mathematics Statistics	
Trigonometry	
Trigonometry-International Baccalaureate	
Linear Algebra	
Abstract Algebra	

[Evaluation System] APPENDIX E – PROFICIENCY SCALES

Category I Teachers

CI	Highly Effective (4)	Effective (3)	Developing (2)	Unsatisfactory (1)
D1:				
D2:				
D3:	At least 65% at Level 4	At least 65% at Level 3 or higher	Less than 65% at Level 3 or higher and Less than 50% at Level 1, 0	Greater than or equal to 50% at Level 1, 0
D4:				

Category II Teachers

CII	Highly Effective (4)	Effective (3)	Needs Improvement (2)	Unsatisfactory (1)
D1:				
D2:				
D3:	At least 75% at Level 4	At least 75% at Level 3 or higher	Less than 75% at Level 3 or higher and Less than 50% at Level 1, 0	Greater than or equal to 50% at Level 1, 0
D4:				

TEACHER EVALUATION MATRIX Oct 2016				
Grade	Subject	Data	SLO	Student Learning Objectives (SLO)
K-2nd	ELA/Math	iReady Growth	1	1) The 1st diagnostic will provide the baseline score and the end-of-year target which will be used to determine if a student has made a year of growth. % meeting a year of growth is used for SA. This includes plus 5 points to compensate for lab time if needed.
3rd	ELA/Math	iReady to FSA	2	2) Increase in % projected to be on grade-level in iReady to % proficient on FSA.
4th	ELA/Math	FSA VAM		
4th	Science	Pre-Post EOY	3	
5th	ELA/Math	FSA VAM		
5th	Science	Mid-Year PM to FCAT Sc	4	
* Scores are combined for any teacher with multiple subjects.				
6th-10th	ELA	FSA VAM		
11th-12th	ELA	Pre-Post EOY	3	
6-8th	Math	FSA VAM		
Alg 1	Math	FSA VAM		
Alg 2	Math	Mid-Year PM to EOC	4	
Geometry	Math	Mid-Year PM to EOC	4	
Math Other	Math	Pre-Post EOY	3	
6th-7th Science	Science	Pre-Post EOY	3	
8th Science	Science	Mid-Year PM to FCAT Sc	4	
Biology	Science	Mid-Year PM to EOC	4	
Science Other	Science	Pre-Post EOY	3	
Civics	SS	Mid-Year PM to EOC	4	
US History	SS	Mid-Year PM to EOC	4	
6-12 SS	SS	Pre-Post EOY	3	
PE K-5	PE	Pre-Post EOY, Run, Curl-Ups	3,5	
PE 6-8	PE	Pre-Post EOY, Run, Curl-Ups	3,5	
PE 9-12	PE	Pre-Post EOY	3	
Other	Other	Pre-Post EOY	3	
BUTC	CTC	Pre-Post EOY, Ind Cert, Targets	3/33.3	
Drop Out	BIC	Credits Recovered/Completed		

Student Learning Objectives (SLOs)

The SEEC/TIF grant provides funding for professional development and bonuses to those teachers participating in the professional development and receiving effective or highly effective on their final evaluation.

The grant requires a growth factor to be used in the calculation of the student achievement score of the evaluation for the bonus to be paid. All teachers who have a state assessment with VAM (English and some math) already have the required growth factor (VAM) as part of the student achievement calculation. The SLO seen on the matrix provides this for all other teachers.

BRADFORD COUNTY SCHOOL DISTRICT

www.mybradford.us

2016 – 2017 CALENDAR A

August 3-9	Pre-Planning ^ ^ ^ ^ ^
August 10	Students First Day
September 5	LABOR DAY HOLIDAY *
September 23	PROFESSIONAL DEVELOPMENT DAY ^
October 7	End First Nine-Weeks
October 10	PLANNING DAY ^
November 19 - 27	THANKSGIVING HOLIDAY *
December 16	END 1 ST SEMESTER
December 17 – January 1	CHRISTMAS HOLIDAY *
January 2, 2014	PLANNING DAY ^
January 3	Students Return
January 16	MLK HOLIDAY *
February 20	PRESIDENTS' DAY HOLIDAY*
March 4 – 12	SPRING BREAK*
March 17	End of 3 RD Nine-Weeks
April 14	PLANNING DAY ^
May 25	Students Last Day
May 26	Post-Planning ^
May 26	Graduation

Early Release: (Changes possible pending State Assessment Schedule)

August 24	
September 14	(End 1 ST Progress = 9 TH)
October 19	
Nov 11 Veteran's Day	(End 2 ND Progress = 9 TH)
December 14 - 16	(End 1 ST Semester Dec 16)
January 25	
February 8	(End 3 RD Progress=6 TH)
March 15	(End 3 RD Report=Mr 17)
April 19	(End 4 TH Progress=Ap 19)
May 23, 24, 25	

FTE – Sept 30-Oct 14 Survey 2 Attendance Dates

FTE Week Oct 10 – 14

FTE – Jan 27-Feb 10 Survey 3 Attendance Dates

FTE Week Feb. 6 - 10

* Denotes contractually paid holiday/

^ Denotes contractually paid planning day

TESTING Windows

September 12-23	EOC Retakes
October 10-21	FCAT Retakes
Nov. 28- Dec. 16	EOC Retakes
Feb. 27 – March 10	FSA Writing
March 27- 31	Science 5 TH & 8 TH
March 27 – April 3	FSA Reading 3 RD
March 27 – April 7	10th Reading , Alg I, NGSS Retake
April 10 – May 5	FSA Reading//Math
April 17 – May 19	EOCs

12 MONTH PERSONNEL HOLIDAYS

July 4, 2016 *	INDEPENDENCE DAY
September 5*	LABOR DAY
November 23, 24,* 25	THANKSGIVING
December 22, 23, 26*, 27,	CHRISTMAS
December *30	NEW YEARS'
January 16 *	MLK HOLIDAY
February 20 *	PRESIDENTS' DAY
March 9*, 10*	SPRING BREAK
May 29 *	MEMORIAL DAY

APPENDIX F1 -**BRADFORD COUNTY SCHOOL DISTRICT
Application To Take Employees Accumulated Leave**

Applicant _____ Date _____
Address _____ School/Cost Center _____
City/St/Zip _____ Position: Administrator () Secretary ()
Teacher () Paraprofessional () Food Service () Maintenance () Custodian () Transp. () Other ()

I hereby apply for accumulated leave on the dates listed below, limited to leave taken in one week:

____ / ____ / ____ through ____ / ____ / ____ Total # Hours _____
____ / ____ / ____ through ____ / ____ / ____ Total # Hours _____
____ / ____ / ____ through ____ / ____ / ____ Total # Hours _____

MARK ONLY ONE TYPE LISTED BELOW:

SICK LEAVE _____ (hours)

I hereby certify that the absence was necessary due to: personal illness () illness or death of my:
father () mother () sister () brother () spouse () or child ()

PERSONAL LEAVE WITH PAY _____ (hours)

I hereby apply for personal leave in accordance with the School Board of Bradford County's policy
pertaining to personal leave.

Reason (please refer to Bradford County School Board Policy) _____

PERSONAL LEAVE WITHOUT PAY _____ (hours)

I hereby apply for personal leave without pay in accordance with the School Board of Bradford County
policy pertaining to personal leave.

Reason (please refer Bradford County School Policy) _____

VACATION _____ (hours)

I hereby apply for vacation in accordance with the School Board of Bradford County policy pertaining
to vacation leave.

Employee's Signature _____

Social Security Number _____

Principal/Supervisor _____

Distribution: White – Payroll/Finance
PER0152

Yellow - Principal

Pink - Applicant

Appendix F2 -

BRADFORD COUNTY SCHOOL DISTRICT PROFESSIONAL/TEMPORARY DUTY (Does not affect applicant's leave balance)

Applicant _____ Date _____

Address _____ Cost Center _____

City/St/Zip _____ Job Title _____

Dates of Leave: ____ / ____ / ____ ---- ____ / ____ / ____ Total # of Hours _____

MARK ONLY ONE OF THE TYPES OF LEAVE LISTED BELOW

SHORT TERM LEAVE (Less than 30 days)

Professional _____

Temporary Duty _____

Court Subpoena or Jury
Duty (Policy #3.117) _____

Military (*) _____

Family Medical Leave _____

(*) ATTACH A COPY OF YOUR OFFICIAL PAPERS

EXTENDED LEAVE (30 days or more)

Professional _____

Illness _____

Maternity _____

Military (*) _____

Personal _____

Family Medical Leave _____

Other _____

Assignment to _____, _____
(City) (State)

NAME OF EVENT _____

Expenses requested: YES ____ NO ____ Driving District Car? ____ Substitute requested: YES ____ NO ____

EXPENSES CHARGED TO: ____ / ____ / ____ / ____ / ____ / ____ / ____ / ____
Fund Year Function Object Cost Center Project Program

**NOTE: IF EXPENSES ARE AUTHORIZED, A PER DIEM SHEET AND VERIFICATION OF MEETING,
SUCH AS AGENDA, PROGRAM OR SIGN-IN ROSTER, MUST BE ATTACHED TO THIS WHITE COPY,
BEFORE SENDING TO FINANCE.**

Employee's Signature _____

Principal or Department Head _____

Social Security Number _____

Superintendent/Designee _____

Distribution: White – Applicant

Yellow - Payroll

Pink - Principal

PER0151

APPENDIX G
INSTRUCTIONAL
SALARY SCHEDULE

Grandfathered Salary Schedule

Step	Grandfathered	Longevity Supplement	Total
0	33,999		
1	34,099		
2	34,399		
3	34749		
4	35,599		
5	35,949		
6	36,249		
7	36,699		
8	36,949		
9	37,399		
10	37,849		
11	38,299		
12	39,049		
13	39,799		
14	40,549		
15	41,249		
16	41,999		
17	42,899		
18	43,799		
19	44,749		
20	45,749	551	46,300
21	46,749	1051	47,800
22	47,749	2501	50,250
23	48,746	2604	51,350
24	49,745	2705	52,450
25	50,744	2856	53,600
26	51,743	2407	54,150
27	52,742	2808	55,550
28	53,741	3309	57,050
29	54,740	3910	58,650

Performance Pay Salary Placement Schedule

Placement Level	Base Salary
A	34500
B	34600
C	34900
D	35250
E	35600
F	35950
G	36250
H	36700
I	36950
J	37400
K	37850
L	38300
M	39050
N	39800
O	40550
P	41250
Q	42000
R	42900
S	43800
T	44750
U	46300
V	47800
W	50250
X	51350
Y	52450
Z	53600
AA	54150
BB	55550
CC	57050
DD	58150

Placement is not equivalent to years of experience.

1. Effective July 1, 2014, employees on the grandfathered schedule that move to the performance salary schedule, will be placed at the level consistent with their years of experience and that salary (inclusive of any longevity supplements, negotiated step movements, or schedule increases) will become their base. Placement for the performance salary schedule will be no more than a teacher on the grandfathered schedule with the same years of experience.
2. New hire placement on the performance pay salary schedule is based on completed years of service as of June 30, 2013, plus an increment for every highly effective/effective (or satisfactory or above) evaluation rating received each subsequent year. New hires are placed in accordance to history placement of current employees.
Final placement will occur after receipt of the most recent evaluation from the previous employer and ratification of the current year's contract.
3. Effective July 1, 2015, employees on the performance salary schedule, with a complete and final 2013-2014 evaluation from Bradford County, will receive a *negotiated* adjustment based upon their evaluation for effective or highly effective ratings.
4. Effective July 1, 2015, 1st year employees that were placed on step 0 on the performance salary schedule without a complete and final evaluation from Bradford County in the prior year will advance one level on the placement schedule for final placement.
5. Salary increases will occur after final receipt of the most recent evaluation and ratification of the current year's contract.
6. The value of effective and highly effective adjustments will be negotiated annually in accordance with Florida law.

**SALARY SCHEDULE FOR ADULT EDUCATION INSTRUCTORS, PART-TIME TEACHERS,
SUBSTITUTE TEACHERS AND OTHERS AS LISTED HEREIN**

1. **PART-TIME TEACHERS** for Vocational/Technical and Adult Education in F.T.E. generating programs:

Category I Persons who are **certified to teach part-time Vocational classes**, but are not regular full-time Bradford District teachers.

Bachelor	Rank III	\$20.75 per hour
Masters	Rank II	\$22.07 per hour
Specialist	Rank IA	\$22.73 per hour
Doctorate	Rank I	\$23.39 per hour

Category II Currently **employed Bradford County teachers or those retired** from the Bradford County School System.

- Regular full-time teachers will be paid at their regular hourly rate for part-time work.
- Retired teachers will be paid at a rate based on Step I of the Teacher Salary Schedule.

Category III **Substitutes** – personnel not certified in the area in which they are substituting, shall be paid at the regular substitute teacher rate set forth in this annual salary schedule.

Category IV Regular **full-time instructors**, who are assigned by the administration to a teaching responsibility that is an **extension of the school day**, will be paid at a rate based upon their regular hourly rate.

2. **COMMUNITY EDUCATION** All degreed instructors in the Community Education program will be paid \$15.00 per hour, and \$12.00 non-degreed. All classes in community education are self-supporting and the number of students necessary to maintain the class must remain in a program for the class to be taught.

3. **REGULAR FULL-TIME TEACHERS** will be paid their daily hourly rate for part-time work.

4. **SUBSTITUTE TEACHERS**

Four-year college degree or higher	\$9.00 per hour
Two year college degree	\$8.50 per hour
High School diploma	\$8.05 per hour

NOTE: Only substitute teachers with at least a four year college degree are permitted to substitute for the same teacher in excess of ten consecutive days. In such cases, if the substitute teacher is employed to teach ten days or longer, such substitute teacher will be paid at a regular teacher's rate, Step 0.

- Teaching or equivalent educational experience at a public school or in a regionally accredited private school shall be used for initial placement; however, in such cases referenced above and those where licensing is required, such as speech therapists and school psychologists, the

Superintendent/designee shall determine the appropriate initial placement based upon corresponding years' experience.

2. State regulations require that verification of previous teaching/work experience be on file in the personnel office before salary credit is given for that experience. These verifications are to be sent to employers by the employee using forms provided by the personnel department.

3. Necessary salary adjustments for experience are retroactive to the beginning date of duty, if verification is on file prior to the end of the fiscal year.

4. Military experience for teachers who were "grandfathered in" will be recognized with an additional \$100 per year added on to the base salary at the proper level on the salary schedule. (Maximum, 4 years)

4. Related work experience for vocational teachers (maximum, 10 years) will be recognized by the added payment of \$100 per year. Minimum certification requirements are not counted for work related experience credit in the salary schedule.

5. Add indicated amount for specific ranks:

Masters and Advanced Vocational	Rank II	\$2500
Specialist	Rank IA	\$3200
Doctorate	Rank I	\$4000

6. Part-time teachers who are filling a regular Board authorized position shall be paid at the hourly rate of the regular teacher salary, based upon experience and degree of such teacher.

7. School Psychologists, the Staffing Specialist, and the Visiting Teacher shall work eight hours daily for 196 days and a summer employment of twenty days at eight hours per day.

8. Retired teachers who are re-employed will be placed at step 0 according to their appropriate degree level.

9. Teachers who obtain a higher degree and provide proof, thereof to payroll, will have their pay adjusted as follows:

- A. If such proof is provided on or before January 22, the teachers' pay will be adjusted retroactive to the first work day of the school term.
- B. If such proof is provided after January 22, the teachers' pay will be adjusted commencing with their next check, but with no retroactivity.

APPENDIX H –

SUPPLEMENTAL/DIFFERENTIATED PAY SCALE

The supplement index is multiplied times the beginning teacher salary at the Bachelor's Degree.

ATHLETIC SUPPLEMENTS:

Athletic Director	.13
Head Football Coach	.15
Assistant Head Football Coach	.13
Head Basketball (2)	.11
Head Baseball	.11
Head Track (2)	.11
Head Wrestling	.11
Head Volleyball	.11
Head Tennis	.08
Head Softball (Fast Pitch)	.11
Slow Pitch Softball	.08
Head Weightlifting (2)	.08
Golf (Boys)	.08
Golf (Girls)	.08
Head Cross Country (2)	.08
Soccer (Girls)	.08
Assistant Track (2)	.08
Assistant Football (6)	.10
Assistant Basketball (2)	.08
Assistant Baseball	.08
Assistant Softball	.08
Assistant Weightlifting	.06
Assistant Wrestling	.06
J. V. Volleyball	.06
J. V. Baseball	.06
J. V. Softball	.06
Freshman Volleyball	.06

OTHER SUPPLEMENTAL POSITIONS:

Band Director-BHS	.15
Band Director-BMS	.06
Assistant Band Director-BHS	.08
Assistant Band Director-BMS	.06
Band Director-Lawtey Elementary	.06
Choral Music-BHS	.06
Choral Music-BMS	.03
JROTC Rifle and Color Guard	.04
Student Council & Activities	.04
Academic High-Q Team Coach	.07
Asst. Academic High-Q Team Coach	.04
Varsity Cheerleader Sponsor	.07
J. V. Cheerleader Sponsor	.07
Majorette Sponsor	.07
Flag Corps Sponsor	.07
F.F.A. Chapter Advisors (3)	.07
Science Fair Coordinator (s)	.03
Yearbook	.06
Lead Teacher	.15
Peer Teacher	.05

SUPPLEMENTAL PAY SCALE FOR BRADFORD MIDDLE SCHOOL

Athletic Director	.06
Head Football Coach	.10
Asst. Football Coach	.06
Cross Country Coach	.03
Track Coach (2)	.06
Volleyball Coach	.06
Boys Basketball Coach	.06
Girls Basketball Coach	.06
Girls Fast Pitch Softball Coach	.06
Boys Baseball	.06
Cheerleader Sponsor	.06
BMS Dance Team	.06
BMS Majorettes	.06

Critical Need (Differentiated Pay)

A. Speech/Language Pathologist (2) (Masters Level or Above)	.17
B. OT/PT (6)	.17
C. School Psychologist (2)	.17
D. Speech/ Language Associate (In Master's Program)	.03

E. **Teacher Induction Program Mentor /New Teacher Mentor Stipend:** Clinical Education Trained (CET) teachers who satisfactorily serve as a mentor teacher will be eligible for an amount of \$500 for mentoring a teacher new to the district who successfully completes TIP. CET teachers who satisfactorily serve as mentors for teachers who are not in TIP but are deemed to need additional assistance will be eligible to earn up to \$250 for successfully mentoring these teachers. The proper documentation must be presented and approved at the conclusion of mentoring assignments.

F. **Reading Endorsement Stipend:** Reading Coaches and secondary Reading Teachers who attain the Reading Endorsement receive \$100 for completing reading competencies 1, 2, 3, 4/5, and 6. Teachers receive \$500 total if all reading competencies are completed.

G. **CAR-PD Reading Endorsement Stipend:** Teachers who complete the CAR-PD reading endorsement receive a \$600 stipend upon completion of the endorsement.

H. **Advanced Placement (AP):** Teachers of AP classes will receive a \$50 bonus for each passing score (3, 4, or 5) on an AP exam taken by any of his/her students.

Additional Responsibilities

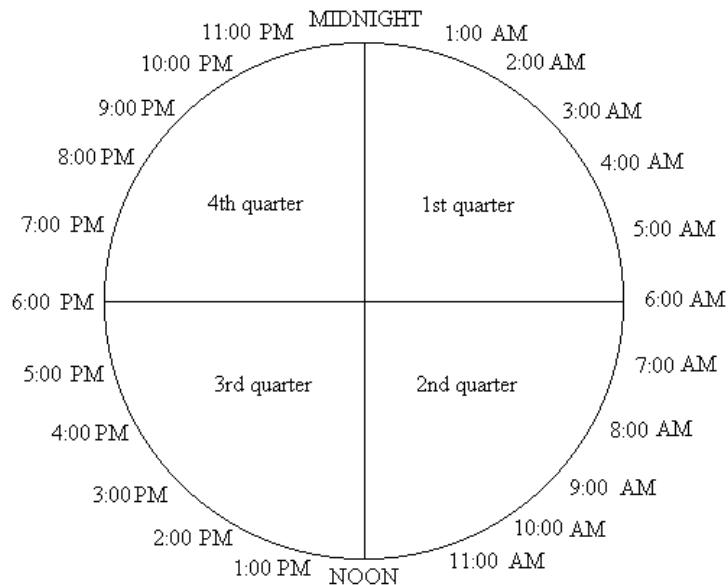
Department Chair BHS	(5)	.03
Team Leaders Middle Grades	(5 BMS)	.03
	(1 LCS)	.03
Elementary Lead Teachers	(2 Starke Elementary)	.03
	(2 Southside Elementary)	.03
	(1 Lawtey Elementary)	.03
	(1 Brooker Elementary)	.03
	(1 Hampton Elementary)	.03

All persons receiving a supplement for working with students after school must receive C.P.R. training. The Vocational School will offer this, and specific times will be announced. *All athletic supplements hired after June 1, 2004 will be required to have a Class D driver's license or CDL and forty hours to drive a school bus.* The Transportation Department will offer classes, and specific times will be announced.

LENGTH OF CONTRACT

All Differentiated Pay supplements are for a twelve (12) month period unless indicated otherwise, and include extra hours and all travel. Athletic supplements are for the duration of the respective season, except high school football supplements which shall be split based on 25% for Spring coaching duties and 75% for Fall coaching duties. In the event that a sponsor or coach fails to complete the entire season or assignment, the District will pay a prorated portion of the supplement to the employee. Supplements may be shared or split by mutual agreement of the principal and coaches or sponsors and approval by the District Office.

COMPUTATION OF TRAVEL



Class A and B travel shall be reimbursed at a rate of one-fourth of the authorized per diem for each quarter or fraction thereof. Currently, per diem is calculated at a rate of \$80.00 per day.

Class C travel shall not be reimbursed on a per diem basis but shall receive subsistence (allowance for meals) which shall be based upon the following schedule of allowed costs:

1. Breakfast - \$6 when travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
2. Lunch - \$11 when travel begins before noon and extends beyond 2:00 p.m.
3. Dinner - \$19 when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.